| SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) | 1. SOLICITATION NO. NNG15549738R | 2. TYPE OF SOLICITATION ☒ SEALED BID (IFB) ☐ NEGOTIATED (RFP) | 3. DATE ISSUED 07/22/2015 | PAGE 1 OF PAGES 108 |
|---|---|---|---|---|

**IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.**

| 4. CONTRACT NO. | 5. REQUISITION/PURCHASE REQUEST NO. 4200549738 | 6. PROJECT NO. |
|---|---|---|

| 7. ISSUED BY CODE GSFC | 8. ADDRESS OFFER TO |
|---|---|
| NASA/Goddard Space Flight Center<br>Wallops Flight Facility<br>34200 Fulton Street<br>Building E105<br>Code 210.W<br>Wallops Island VA 23337 | See Provision L.28 |

| 9. FOR INFORMATION CALL: | a. NAME Stephanie Bailey | b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 757-824-1426 |
|---|---|---|

## SOLICITATION

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date)*

NASA Specifications titled Wallops Airfield Repair Project, CoF Phase 1, dated July 16, 2015, and Drawing Nos. 17188 thru 17358 dated May 22, 2015

11. The Contractor shall begin performance 15 calendar days and complete it within 730 calendar days after receiving ☐ award, ☒ notice to proceed. The performance period is ☒ mandatory ☐ negotiable. (See _____.)

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? ☒ YES ☐ NO
*(If "YES", indicate within how many calendar days after award in Item 12b.)*

12b. CALENDAR DAYS 15

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by 1430 *(hour)* local time 08/20/2015 *(date)*. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☒ is, ☐ is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER** *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than item 14.)*

CODE FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in item 13d. Failure to insert any number means the offeror accepts the minimum in item 13d.)*

**AMOUNTS**

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGEMENT OF AMENDMENTS**

*(The offeror acknowledges receipt of amendments to the solicitation – give number and date of each)*

| AMENDMENT NO. | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| DATE. | | | | | | | | | | |

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

20b. SIGNATURE

20c. OFFER DATE

**AWARD** *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c) ( )

26. ADMINISTERED BY CODE WFF

NASA/Goddard Space Flight Center
Wallops Flight Facility
Wallops Island VA 23337-5099

27. PAYMENT WILL BE MADE BY

*CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE*

☐ 28. NEGOTIATED AGREEMENT

*(Contractor is required to sign this document and return _____ copies to issuing office.)*

*Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations,*

☐ 29. AWARD

*(Contractor is not required to sign this document.)*

*Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.*

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31a. NAME OF CONTRACTING OFFICER *(Type or print)*
Stephanie B. Bailey

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|---|---|---|---|---|---|
| | INCO TERMS 2: DESTINATION | | | | |
| 001 | Wallops Airfield Repair Project, COF Phase 1 | | | | |

**WALLOPS AIRFIELD REPAIR PROJECT, COF PHASE 1**
**WALLOPS FLIGHT FACILITY**
**WALLOPS ISLAND, VA**
**EXHIBIT 1 TO STANDARD FORM 1442**
**SOLICITATION NNG15549738R**

**BIDDING SCHEDULE**

Bidder Name _____
And Address _____
(Fill In ) _____

BID ITEM 0001A: Firm Fixed Price for entire work, complete in accordance with the drawings and specifications, excluding work described in BID ITEM 0001B, BID ITEM 0001C, BID ITEM 0001D, BID ITEM 0001E, BID ITEM 0001F, BID ITEM 0001G, BID ITEM 0001H, and Bid Option 1, Bid Option 2 and Bid Option 3.

_____ $_____
(Bid price expressed in words and numbers)

BID ITEM 0001B: Firm Fixed Price for removing unsatisfactory soil (includes excavation, loading, hauling, and disposing offsite at a suitable permitted location) and replacing with satisfactory soil complete (includes purchasing, loading, and hauling to the jobsite from a suitable and permitted location, and placing in compacted lifts) in accordance with drawings and specifications Division 31 and in accordance with the following schedule:

| ITEM – 0001B | UNIT | UNIT PRICE | NO. UNITS | EXTENSION |
|---|---|---|---|---|
| Remove and replace with satisfactory fill | Cubic Yards | $_____ (Unit price expressed in words and numbers) | 2,000 | $_____ (Extension expressed in words and numbers) |

BID ITEM 0001C: Firm Fixed Price for Concrete Spall Repair (average size of 0.75 feet wide by 1.75 feet long) in accordance with drawings (Refer to Sheet CS502 detail A and sheet CS501 detail I) and specifications and in accordance with the following schedule:

| ITEM – 0001C | UNIT | UNIT PRICE | NO. UNITS | EXTENSION |
|---|---|---|---|---|
| Concrete Spall Repair | Each | $_____ (Unit price expressed in words and numbers) | 100 | $_____ (Extension expressed in words and numbers) |

BID ITEM 0001D: Firm Fixed Price for Full Depth Concrete Spall Repairs (average size of 3.25 feet wide by 5 feet long by 1.1 feet deep) in accordance with drawings (Refer to sheet CS501 detail I, detail J, and detail H) and specifications and in accordance with the following schedule:

| ITEM – 0001D | UNIT | UNIT PRICE | NO. UNITS | EXTENSION |
|---|---|---|---|---|
| Full Depth Concrete Spall Repair (13" thick plus stone) | Square Feet | $_____ (Unit price expressed in words and numbers) | 1,500 | $_____ (Extension expressed in words and numbers) |

BID ITEM 0001E: Firm Fixed Price for Full Slab Replacement (average size of 12.5 feet wide by 15.0 feet long by 1.1 feet deep) in accordance with drawings (refer to sheet CS501 detail J and detail H) and specifications and in accordance with the following schedule:

| ITEM – 0001E | UNIT | UNIT PRICE | NO. UNITS | EXTENSION |
|---|---|---|---|---|
| Concrete Full Slab Replacement (13" thick plus stone) | EA | $_____ (Unit price expressed in words and numbers) | 10 | $_____ (Extension expressed in words and numbers) |

BID ITEM 0001F: Firm Fixed Price for Concrete Joint Sealant Replacement (average size of 1" wide) complete in accordance with drawings (refer to sheet CS502 detail C) and specifications and in accordance with the following schedule:

| ITEM – 0001F | UNIT | UNIT PRICE | NO. UNITS | EXTENSION |
|---|---|---|---|---|
| Concrete Joint Sealant Replacement | LF | $_____ (Unit price expressed in words and numbers) | 20,000 | $_____ (Extension expressed in words and numbers) |

BID ITEM 0001G: Firm Fixed Price for AC Crack Sealing (average size of 3/8" wide) complete in accordance with drawings and specifications and in accordance with the following schedule:

| ITEM – 0001G | UNIT | UNIT PRICE | NO. UNITS | EXTENSION |
|---|---|---|---|---|
| AC Crack Sealing | LF | $_____ (Unit price expressed in words and numbers) | 20,000 | $_____ (Extension expressed in words and numbers) |

BID ITEM 0001H: Firm Fixed Price for AC Partial Depth Patching (average size of 1.15 feet wide by 0.17 feet deep) complete in accordance with drawings (refer to sheet CS502 detail D) and specifications and in accordance with the following schedule:

| ITEM – 0001H | UNIT | UNIT PRICE | NO. UNITS | EXTENSION |
|---|---|---|---|---|
| AC Partial Depth Patching | LF | $_____ (Unit price expressed in words and numbers) | 5,000 | $_____ (Extension expressed in words and numbers) |

**BID OPTION 1:**

_____ $_____

(Bid price expressed in words and numbers)

**BID OPTION 2:**

_____ $_____
(Bid price expressed in words and numbers)

**BID OPTION 3:**

_____ $_____
(Bid price expressed in words and numbers)

**SUM TOTAL: BID ITEM 0001A, BID ITEM 0001B, BID ITEM 0001C, BID ITEM 0001D, BID ITEM 0001E, BID ITEM 0001F, BID ITEM 0001G, BID ITEM 0001H, BID OPTION 1, BID OPTION 2, BID OPTION 3:**

_____ $_____
(Bid price expressed in words and numbers)

**B.1 1852.216-78 FIRM FIXED PRICE (DEC 1988)**

The total firm fixed price of this contract is: Basic Requirement ($0001A To Be Bid + $0001B To Be Bid + $0001C To Be Bid + $0001D To Be Bid + $0001E To Be Bid + $0001F To Be Bid + $0001G To Be Bid + $0001H To Be Bid)

0001A. Firm Fixed Price for entire work, complete in accordance with the drawings and specifications, excluding work described in 0001B, 0001C, 0001D, 0001E, 0001F, 0001G, 0001H, and Bid Option 1, Bid Option 2 and Bid Option 3.

0001B. Firm Fixed Price for removing unsatisfactory soil (includes excavation, loading, hauling, and disposing offsite at a suitable permitted location) and replacing with satisfactory soil complete (includes purchasing, loading, and hauling to the jobsite from a suitable and permitted location, and placing in compacted lifts) in accordance with drawings and specifications Division 31 and in accordance with the following schedule:

| ITEM – 0001B | UNIT | UNIT PRICE | NO. UNITS | EXTENSION |
|---|---|---|---|---|
| Remove and replace with satisfactory fill | Cubic Yards | $To Be Bid | 2,000 | $To Be Bid |

0001C. Firm Fixed Price for Concrete Spall Repair (average size of 0.75 feet wide by 1.75 feet long) in accordance with drawings (Refer to Sheet CS502 detail A and sheet CS501 detail I) and specifications and in accordance with the following schedule:

| ITEM – 0001C | UNIT | UNIT PRICE | NO. UNITS | EXTENSION |
|---|---|---|---|---|
| Concrete Spall Repair | Each | $To Be Bid | 100 | $To Be Bid |

0001D. Firm Fixed Price for Full Depth Concrete Spall Repairs (average size of 3.25 feet wide by 5 feet long by 1.1 feet deep) in accordance with drawings (Refer to sheet CS501 detail I, detail J, and detail H) and specifications and in accordance with the following schedule:

| ITEM – 0001D | UNIT | UNIT PRICE | NO. UNITS | EXTENSION |
|---|---|---|---|---|
| Full Depth Concrete Spall Repair (13" thick plus stone) | Square Feet | $To Be Bid | 1,500 | $To Be Bid |

0001E. Firm Fixed Price for Full Slab Replacement (average size of 12.5 feet wide by 15.0 feet long by 1.1 feet deep) in accordance with drawings (refer to sheet CS501 detail J and detail H) and specifications and in accordance with the following schedule:

| ITEM – 0001E | UNIT | UNIT PRICE | NO. UNITS | EXTENSION |
|---|---|---|---|---|
| Concrete Full Slab Replacement (13" thick plus stone) | EA | $To Be Bid | 10 | $To Be Bid |

0001F. Firm Fixed Price for Concrete Joint Sealant Replacement (average size of 1" wide) complete in accordance with drawings (refer to sheet CS502 detail C) and specifications and in accordance with the following schedule:

| ITEM – 0001F | UNIT | UNIT PRICE | NO. UNITS | EXTENSION |
|---|---|---|---|---|
| Concrete Joint Sealant Replacement | LF | $To Be Bid | 20,000 | $To Be Bid |

0001G. Firm Fixed Price for AC Crack Sealing (average size of 3/8" wide) complete in accordance with drawings and specifications and in accordance with the following schedule:

| ITEM – 0001G | UNIT | UNIT PRICE | NO. UNITS | EXTENSION |
|---|---|---|---|---|
| AC Crack Sealing | LF | $To Be Bid | 20,000 | $To Be Bid |

0001H. Firm Fixed Price for AC Partial Depth Patching (average size of 1.15 feet wide by 0.17 feet deep) complete in accordance with drawings (refer to sheet CS502 detail D) and specifications and in accordance with the following schedule:

| ITEM – 0001H | UNIT | UNIT PRICE | NO. UNITS | EXTENSION |
|---|---|---|---|---|
| AC Partial Depth Patching | LF | $To Be Bid | 5,000 | $To Be Bid |

**Note: Bidder shall also complete Price Proposal Schedule SF1442, Block 17**

(End of clause)

## B.2 GSFC 52.211-90 SUPPLIES AND/OR SERVICES TO BE PROVIDED (MAY 2015)

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Specifications and Drawings, incorporated as Attachments B and C.

| Item | Description | Reference | Schedule | Delivery Method/Addressee(s) |
|---|---|---|---|---|
| 1 | Services, Deliverables, & Material Submittals in accordance with Attachments B and C, Specifications and Drawings | As Defined in Attachments B and C, Specifications and Drawings | As Defined in Attachments B and C, Specifications and Drawings | As Defined in Attachment B, Specifications |
| 2 | 100% Performance Bond or Irrevocable Letter of Credit | Section I 52.228-14 52.228-15 | 15 days after contract award date | Original and One (1) Hard Copy/Contracting Officer (CO) |
| 3 | 100% Payment Bond or Irrevocable Letter of Credit | Section I 52.228-14 52.228-15 | 15 days after contract award date | Original and One (1) Hard Copy/CO |
| 4 | Contractor's Daily Reports | Section H Special Instructions and Information for Construction Contractors Attachment D | Daily, beginning on the first day of performance | Hard Copy/NASA Inspector |
| 5 | Payrolls | Section I 52.222-8 | As specified by 52.222-8 | Two copies/COR |
| 6 | Price Breakdown | Section H Price Breakdown Section I 52.232-5 | 15 days after contract award date | Electronic and three (3) hard copies/CO, COR |
| 7 | Progress Schedule | Section I 52.236-15 | 15 days after Notice to Proceed | Electronic Format/CO, COR |

| Item | Description | Reference | Schedule | Delivery Method/Addressee(s) |
|---|---|---|---|---|
| 8 | Subcontractors Statements and Acknowledgements | Section I 52.222-11 | 15 days after contract award date and as required | Standard Form (SF) 1413/CO |
| 9 | Test Reports | Section H Quality Control Testing Supplied by the Contractor | Close of business on the day of the test | As specified in clause/COR |
| 10 | Government Real Property Maintenance Plan | Section G NFS 1852.245-83 | 30 Days after Contract Effective Date | Electronic Format/CO and COR |
| 11 | Contractor Acquired Government Property Reporting | Section G GSFC 52.245-93 | Quarterly by Jan 30, Apr 30, July 30, and Oct 30 | Electronic and Hard Copy Format/CO and Supply and Equipment Management Officer (SEMO), Code 273 |
| 12 | Safety & Health Reporting | Section H NFS 1852.223-70 Section H NFS 1852.223-75 Section H GSFC 52.223-91 | Monthly/Quarterly Reports and As Required | NASA Mishap Information System (NMIS) |
| 13 | Personal Identity Verification (PIV) Documentation and Reporting | Section H GSFC 52.204-99 Attachment F | 10th Calendar Day of the Month and As Required | Electronic Format and Hard Copy/COR & Code 240 |
| 14 | Insurance Notifications | Section I FAR 52.228-5 Section I NFS 1852.228-75 | As Specified by NFS 1852.228-75 | Electronic Format/CO |
| 15 | Affirmative Procurement of Biobased Products | Section I FAR 52.223-2 | Annually by October 31 and Final Report | http://netsdata.grc.nasa.gov/ |
| 16 | Material and Data Safety Sheets | Section I FAR 52.223-3 | As Specified by 52.223-3 | As Specified by 52.223-3 |
| 17 | Estimate of Recovered Material Content | Section I FAR 52.223-9 | Upon Contract Completion | Electronic Format/CO and COR |
| 18 | Service Contract Reporting | Section I FAR 52.204-14 | Annually by October 31 and Revisions, if | www.sam.gov |

| Item | Description | Reference | Schedule | Delivery Method/Addressee(s) |
|---|---|---|---|---|
| | | | needed, by November 30 | |
| 19 | Small Business Subcontracting Plan Reporting | Section H GSFC 52.219-90 Section I NFS 1852.219-75 | ISR–Semi-Annual (April 30th and October 30th) and Final SSR–Annual (October 30th) | Electronic Format/ Electronic Subcontract Reporting System (eSRS) |

No work shall begin on this contract until notice given in writing by the Contracting Officer to proceed.

Failure by the Contractor to submit all of the required submittals may be cause for termination of the contract in accordance with Clause 52.249-10, Default-(Fixed Price Construction).

(End of clause)

**B.3 GSFC 52.217-91 OPTION FOR INCREASED QUANTITY (SEP 2013)**

In accordance with the Option for Increased Quantity--Separately Priced Line Item clause of this contract, the Government may increase the quantity of items as follows:

| Option | Description | Period of Performance | Firm Fixed Price Amount |
|---|---|---|---|
| 1 | All work in accordance with the drawings and specifications as shown on sheets CD123-CD127, CS123-CS127, CM107, and ES107 for work near Building N-159 and N-159 Ramp. | Within the 730 days of the basic contract performance period | $To Be Bid |
| 2 | All work required to provide and deliver 50% of all removed Portland cement concrete (PCC) and asphaltic concrete (AC) from the airfield and deliver to stockpile locations on the Wallops Launch Island. PCC shall be provided as crushed PCC to the size of crush and run aggregate. Work shall include crush, load, haul, unload, and stockpile all excess removed PCC and AC materials. | Within the 730 days of the basic contract performance period | $To Be Bid |

| | | | |
|---|---|---|---|
| | Any unsuitable soil, demolished storm pipe, and other deleterious materials will not be accepted by the Government. | | |
| 3 | All work required to provide and deliver 100% of all removed PCC and AC from the airfield and deliver to stockpile locations on the Wallops Launch Island. PCC shall be provided as crushed PCC to the size of crush and run aggregate. Work shall include crush, load, haul, unload, and stockpile all excess removed PCC and AC materials. Any unsuitable soil, demolished storm pipe, and other deleterious materials will not be accepted by the Government. | Within the 730 days of the basic contract performance period | $To Be Bid |

These options may be exercised by the Contracting Officer by written notice to the Contractor within the time period specified in FAR clause 52.217-7, "Option for Increased Quantity--Separately Priced Line Item" of this contract.

(End of clause)

## C.1 GSFC 52.211-91 SCOPE OF WORK (MAR 2015)

The Contractor shall provide the personnel, materials, and facilities, except as otherwise specified in this contract, necessary to perform the work and to furnish the items specified in the SUPPLIES AND/OR SERVICES TO BE PROVIDED clause of this contract in accordance with the various sections of the NASA Specifications titled Wallops Airfield Repair Project, CoF Phase 1, dated July 16, 2015, and Drawing Nos. 17188 thru 17358 dated May 22, 2015, incorporated in Section J as Attachments B and C, respectively.

The scope of work for this project shall include but is not limited to:
Demolition, site work; concrete construction; asphalt milling and replacement, and storm drainage piping. Wallops Airfield Repairs, CoF Phase 1, focuses on performing routine maintenance per the recommendation from Site Specific Report – Airfield Pavement Condition Survey, Wallops Flight Facility dated May 2011, which is incorporated in the specifications and drawings, Attachments B and C.

In addition, for 2,000 cubic yards of soil, remove unsatisfactory soil (includes excavation, loading, hauling, and disposing offsite at a suitable permitted location) and provide satisfactory soil complete (includes purchasing, loading, and hauling to the jobsite from a suitable and permitted location, and place (includes placing in compacted lifts as defined in specification Division 31) to replace the unsuitable soils as encountered to allow construction to continue.

For 100 units of concrete spall (average size of 0.75 feet wide by 1.75 feet long), repair in accordance with drawings (refer to Sheet CS502 detail A and sheet CS501 detail I) and specifications as encountered to allow construction to continue.

For 1,500 square feet of full depth concrete spall (13" thick plus stone) (average size of 3.25 feet wide by 5 feet long by 1.1 feet deep), repair in accordance with drawings (refer to sheet CS501 detail I, detail J, and detail H) and specifications as encountered to allow construction to continue.

For 10 units of concrete full slab replacement (13" thick plus stone) (average size of 12.5 feet wide by 15.0 feet long by 1.1 feet deep), repair in accordance with drawings (refer to sheet CS501 detail J and detail H) and specifications as encountered to allow construction to continue.

For 20,000 linear feet of concrete joint sealant (average size of 1" wide) replace in accordance with drawings (refer to sheet CS502 detail C) and specifications as encountered to allow construction to continue.

For 20,000 linear feet of AC crack sealing (average size of 3/8" wide) repair in accordance with drawings and specifications as encountered to allow construction to continue.

For 5,000 linear feet of AC partial depth patching (average size of 1.15 feet wide by 0.17

feet deep) repair in accordance with drawings (refer to sheet CS502 detail D) and specifications as encountered to allow construction to continue.

The work shall be complete. It includes furnishing, as applicable or may be required, all contractor's plant, equipment, safety devices, labor, tools, materials, supplies, and services; and performing all operations necessary for or incidental to a complete project in conformity with the drawings and as set forth in the various sections of the specifications.

(End of clause)

## D.1 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JAN 2011)

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property: and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Equipment shall be marked in a location that will be human readable, without disassembly or movement of the equipment, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.

(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:
(1) Item Description.
(2) Unique Identification Number (License Tag).
(3) Unit Price.
(4) An explanation of the data used to make the unique identification number.

(d) For equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:
(1) Date originally placed in service.
(2) Item condition.

(e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA center receiving activity listed below:

Goddard Space Flight Center
Wallops Flight Facility
Building 19, Code 200C
Wallops Island, VA 23337

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(End of clause)

## E.1 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not --

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government

may --

(1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or

(2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

## E.2 GSFC 52.246-93 ACCEPTANCE--LOCATION(S) (SEP 2013)

The Contracting Officer or authorized representative will accomplish acceptance at the following location(s):

| Deliverable Item No. | Location | Authorized Representative |
|---|---|---|
| 1 through 19 | As specified in B.2 | As specified in B.2 |

The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

If this is a fixed price type contract, acceptance shall be deemed to have occurred constructively--for the sole purpose of computing an interest penalty that might be due the Contractor under the Prompt Payment Act--on the 15th day after the Contractor has delivered the supplies or services in accordance with the terms and conditions of the contract. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the date of the actual acceptance.

(End of clause)

## E.3 GSFC 52.246-102 INSPECTION SYSTEM RECORDS (APR 2013)

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for six (6) years after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

## F.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work, ready for use within 730 days after notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

## F.2 52.211-12 LIQUIDATED DAMAGES-CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $3,320 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

## F.3 PLACE OF PERFORMANCE

The construction services to be performed under this contact shall be performed at the Wallops Flight Facility, Wallops Island, VA.

(End of text)

## G.1 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JAN 2011) – ALTERNATE I (JAN 2011)

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the Contracting Officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

(1) NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual;
(2) NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements;
(3) NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements;
(4) Notify the cognizant property custodian, Contracting Officer's Representative (COR), and the Installation Security Officer immediately if theft of Government property is suspected or property cannot be located
(5) Identify Government property equipment that is no longer considered necessary for performance of the contract.
(6) Ensure that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. This is the only acceptable procedure for disposal of Government property.
(7) Do not relocate Government property within Government premises or remove Government property from Government premises without written approval.
(8) Ensure that Government property, including property leased to the Government, is used only for the purposes of performing the contract.
(9) Ensure that Government property is protected and conserved.

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245-1, as incorporated in this contract.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor shall not utilize the installation's central receiving facility for receipt of contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a monthly basis, to the SEMO.

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked:

____ (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

____ (2) Office furniture.

____ (3) Property listed in Not Applicable.

(i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

(ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

____ (4) Supplies from stores stock.

____ (5) Publications and blank forms stocked by the installation.

__x__ (6) Safety and fire protection for Contractor personnel and facilities.

____ (7) Installation service facilities: None.

__x__ (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

__x__ (9) Cafeteria privileges for Contractor employees during normal operating hours.

____ (10) Building maintenance for facilities occupied by Contractor personnel.

____ (11) Moving and hauling for office moves, movement of large equipment, and

delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

## G.2 1852.245-75 PROPERTY MANAGEMENT CHANGES (JAN 2011)

(a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator prior to making the change whenever the change —

(1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;

(2) Alters physical inventory timing or procedures;

(3) Alters recordkeeping practices;

(4) Alters practices for recording the transport or delivery of Government property; or

(5) Alters practices for disposition of Government property.

(End of clause)

## G.3 1852.245.78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (JAN 2011)

(a) In addition to physical inventory requirements under the clause at FAR 52.245–1, Government Property, as incorporated in this contract, the Contractor shall conduct annual physical inventories for individual property items with an acquisition cost exceeding $100,000.

(1) The Contractor shall inventory—

(i) Items of property furnished by the Government;

(ii) Items acquired by the Contractor and titled to the Government under the clause at FAR 52.245–1;

(iii) Items constructed by the Contractor and not included in the deliverable, but titled to the Government under the clause at FAR 52.245–1; and

(iv) Complete but undelivered deliverables.

(2) The Contractor shall use the physical inventory results to validate the property

record data, specifically location and use status, and to prepare summary reports of inventory as described in paragraph (c) of this clause.

(b) Unless specifically authorized in writing by the Property Administrator, the inventory shall be performed and posted by individuals other than those assigned custody of the items, responsibility for maintenance, or responsibility for posting to the property record. The Contractor may request a waiver from this separation of duties requirement from the Property Administrator, when all of the conditions in either (1) or (2) of this paragraph are met.

(1) The Contractor utilizes an electronic system for property identification, such as a laser bar-code reader or radio frequency identification reader, and

(i) The programs or software preclude manual data entry of inventory identification

data by the individual performing the inventory; and

(ii) The inventory and property management systems contain sufficient management controls to prevent tampering and assure proper posting of collected inventory data.

(2) The Contractor has limited quantities of property, limited personnel, or limited property systems; and the Contractor provides written confirmation that the Government property exists in the recorded condition and location;

(3) The Contractor shall submit the request to the cognizant property administrator and obtain approval from the property administrator prior to implementation of the practice.

(c) The Contractor shall report the results of the physical inventory to the property administrator within 10 calendar days of completion of the physical inventory. The report shall—

(1) Provide a summary showing number and value of items inventoried; and

(2) Include additional supporting reports of—

(i) Loss in accordance with the clause at 52.245–1, Government Property;

(ii) Idle property available for reuse or disposition; and

(iii) A summary of adjustments made to location, condition, status, or user as a result of the physical inventory reconciliation.

(d) The Contractor shall retain auditable physical inventory records, including records supporting transactions associated with inventory reconciliation. All records shall be subject to Government review and/or audit.

(End of clause)

## G.4 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS (JAN 2011)

(a) In addition to the requirements of the clause at FAR 52.245–1, Government Property, as included in this contract, the Contractor shall comply with the following in performance of work in and around Government real property:

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of clause)

## G.5 1852.245-83 REAL PROPERTY MANAGEMENT REQUIREMENTS (JAN 2011)

(a) In addition to the requirements of the FAR Government Property Clause incorporated in this contract (FAR 52.245–1), the Contractor shall comply with the following in performance of any maintenance, construction, modification, demolition, or management activities of any Government real property:

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management.

(b) Within 30 calendar days following award, the Contractor shall provide a plan for maintenance of Government real property provided for use under this contract. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Contracting Officer the need for replacement and/or capital rehabilitation. Upon acceptance by the Contracting Officer, the program shall become a requirement under this contract.

(c) Title to parts replaced by the Contractor in carrying out its normal maintenance obligations shall pass to and vest in the Government upon completion of their installation in the facilities. The Contractor shall keep the property free and clear of all liens and encumbrances.

(d) The Contractor shall keep records of all work done to real property, including plans, drawings, charts, warranties, and manuals. Records shall be complete and current. Record of all transactions shall be auditable. The Government shall have access to these records at all reasonable times, for the purposes of reviewing, inspecting, and evaluating the Contractor's real property management effectiveness. When real property is disposed of under this contract, the Contractor shall deliver the related records to the Government.

(e) The Contracting Officer may direct the Contractor in writing to reduce the work required by the maintenance program authorized in paragraph (b) of this clause at any time.

(End of clause)

## G.6 GSFC 52.232-90 INVOICES FOR CONSTRUCTION CONTRACTS (APR 2009)

(a) Invoices shall be prepared in accordance with the Prompt Payment for Construction Contracts clause of this contract. Invoices shall be submitted to the following "Designated Billing Office":

NASA/Goddard Space Flight Center
Facilities Management Division
Code 228/Attn: Virginia Lamberson
Wallops Island, VA 23337

(b) At the time of submittal to the billing office, an information copy of each invoice shall be submitted to:

NASA/Goddard Space Flight Center
Wallops Flight Facility

Code 210.W/Attn: Stephanie B. Bailey
Wallops Island, VA 23337

(c) For purposes of the Prompt Payment for Construction Contracts clause, the "Designated Payment Office" is:

NASA Shared Service Center (NSSC)
Financial Management Division (FMD) – Accounts Payable
Building 1111, C Road
Stennis Space Center, MS 39529

(End of clause)

## G.7 GSFC 52.245-93 REPORTS OF CONTRACTOR ACQUIRED GOVERNMENT PROPERTY (MAR 2014)

Refer to subparagraph (b)(1)(i) of NASA FAR Supplement clause 1852.245-71, "Installation Accountable Government Property--Alternate I" of this contract.

(a) Definition. "Controlled equipment" means all equipment with an acquisition cost of $5,000 or more, that has an estimated service life of 2 years or more, which will not be consumed or expended in an experiment, and selected items of equipment with an acquisition cost less than $5,000 that are designated, and identified as sensitive by Appendix C of NPR 4200.1 and by the GSFC Information and Logistics Management Division, Supply and Equipment Management Branch, Code 273.

(b) Property, regardless of value, shall not be purchased on the account of the Government unless authorized by the terms of the contract or approved by the Contracting Officer, including compliance by the contractor with the Subcontracts clause of this contract. Further, any purchase of equipment shall not be made until the equipment has been screened through NASA inventories and other authorized Federal excess sources for item availability in accordance with NASA FAR Supplement clause 1852.245-70.

(c) Immediately after the purchase of any controlled equipment, the Contractor shall submit a GSFC Form 20-4, Shipping Document, to the GSFC Supply and Equipment Management Branch, Code 273, for the purpose of entry of the controlled equipment data into the NASA Property, Plant and Equipment System (NASA PP&E). A copy of the GSFC Form 20-4 shall also be provided to the GSFC General Accounting Department, General Ledger Section, Code 157, within 5 working days. The GSFC Form 20-4, or other form acceptable to the GSFC Supply and Equipment Management Branch, must contain all of the data elements necessary to establish accountability, including both the contract number and the Contractor's purchase order number under which the equipment was purchased.

(d) The Contractor shall submit, on a quarterly basis, a report of all property acquired by the Contractor under the contract during the reporting period and to which the Government has title, regardless of acquisition value. This report must be submitted within 30 calendar days after the end of each calendar year quarter; i.e., January 30, April 30, July 30, and October 30. Submittal shall be to the Contracting Officer and to the Supply and Equipment Management Officer, Code 273. For acquisitions of controlled equipment, the list shall include item description, acquisition date, acquisition value, manufacturer, model, serial number, location of the items, and GSFC property number. For all other acquisitions, the list shall include item description, quantity, cost, and location of the items. Controlled equipment previously reported on GSFC Form 20-4s, or on other forms, shall be included in the quarterly reports. Negative reports shall be submitted, if applicable.

(e) If the contractor maintains a stock inventory of Installation-Accountable Government Property with a minimum average value of $75,000, the Contractor shall comply with NPR 4100.1. The Contractor shall submit a monthly NASA Form 1489, Analysis of Physical Inventory Report; NASA Form 1324, Semi-annual Report of Personal Property Operations (for which periods end March 31 and September 30) and NASA Form 1619, Physical Inventory of Materials Annual Report (for which period ends September 30), within 5 working days of the end of the reporting period. The NASA Forms 1489, 1324 and 1619, should be submitted to the Supply and Equipment Management Officer, Code 273, with a copy to the Contracting Officer. A copy of NASA Form 1489 should be submitted to Code 157.2, General Ledger.

(End of clause)

## SECTION H CLAUSES INCORPORATED BY REFERENCE

### H.1 1852.223-70 SAFETY AND HEALTH (APR 2002)

### H.2 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)

### H.3 1852.225-70 EXPORT LICENSES (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at Wallops Flight Facility, Wallops Island, Virginia where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

### H.4 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)

(a) The on-site Government personnel observe the following holidays:

New Year's Day
Labor Day
Martin Luther King, Jr.'s Birthday
Columbus Day
President's Day
Veterans Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day

Any other day designated by Federal statute, Executive order, or the President's

proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(End of clause)

## H.5 GSFC 52.204-99 CONTRACTOR PERSONNEL – IDENTIFICATION, REPORTING, AND CHECKOUT PROCEDURES (APR 2013)

(a) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow Steps 1 through 7 described in Attachment F, Personal Identity Verification (PIV) Card Issuance Procedures, for each contract employee (prime and subcontractor) who will have physical access to a NASA-controlled facility (also referred to as "onsite"). The Contractor must apply for permanent NASA/GSFC PIV cards for those contract employees who will be employed by the Contractor onsite for at least six months. The GSFC Security Division will consider permanent PIV cards for other employees of the Contractor on a case-by-case basis, such as employees that are not resident onsite, but must frequently visit. In the future, upon written notice from the Contracting Officer, the Contractor shall follow Steps 1 through 7 in Attachment F for each offsite contract employee (prime and subcontractor) who require remote access to a NASA information system for contract performance.

(b) The Contractor shall notify the GSFC Security Division, Code 240, Attention: PIV Manager, and the Contracting Officer's Representative (COR) of the contractor's designated PIV Requester within 15 calendar days after award of this contract. The NASA maintained PIV system contains work and home location and contact information for personnel that have permanent NASA PIV cards. The Contractor may contact the PIV Manager, Tel 301-286-2306 for assistance regarding the PIV system.

(c) Each contract employee shall provide to the Contractor's designated PIV Requester the basic identifying information required for a PIV Request to be initiated in the PIV System. The PIV Request must be approved by the PIV Sponsor (COR or the Contracting Officer). The COR will resolve any housing or access issues, and review the request for accuracy and completeness. Requests that are approved by the PIV Sponsor will be forwarded to the GSFC Security Division, Code 240, PIV Authorization, Badge enrollment, and Badge issuance.

(d) The Contractor shall submit an annotated PIV Report each month. The GSFC PIV Manager will furnish a PIV print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report monthly to correct and update the information as follows:
(1) Draw a line through the names of employees who are no longer employed by the

contractor or that no longer work onsite under the contract, and;
(2) Make handwritten changes to any other incorrect data.

The annotated PIV Report shall be separately submitted to the GSFC Security Division, Code 240, Attention: PIV Manager, and to the COR by the 10th calendar day of the month.

For the final PIV Report under the contract, the GSFC PIV Manager will furnish a PIV print-out to the Contractor no later than two weeks prior to the end of the contract. The Contractor shall submit its annotated final PIV Report no later than 3 days prior to the end of the contract.

If this is a follow-on contract, at the end of the phase-in period (if any)/start of the basic contract period, the GSFC Security Division will provide the Contractor a copy of the final PIV Report from the previous contract. The Contractor shall review the list and redline it as necessary to reflect its employees requiring PIV cards. The redlined list shall be provided the GSFC Security Division within 30 days after the start of the contract.

(e) The Contractor shall ensure that all personnel who have NASA/GSFC issued PIV cards, keys or other property who leave its employment or that no longer work onsite, process out through the GSFC Security Division, Code 240. Employees must return all GSFC issued identification and any Government property no later than the last day of their employment or the last day they work onsite under this contract. The Contractor shall establish appropriate procedures and controls to ensure this is accomplished. Failure to comply may result in the exercise of Government rights to limit and control access to Government premises, including denial of access and invalidation of NASA issued PIV cards and identification.

(End of clause)

## H.6 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

## H.7 GSFC 52.211-95 GOVERNMENT PREMISES – PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (APR 2013)

(a)(1) The Contractor must apply for permanent NASA/GSFC Personal Identity Verification (PIV) cards (badges) for those employees that will be employed by the Contractor and subcontractors and that will be resident for at least six months at GSFC or at locations controlled by GSFC, such as GSFC leased space. Other personnel may be

issued a temporary badge. All personnel must conspicuously display the GSFC PIV card at, or above, the waistline. Refer to GSFC clause 52.204-99, "Contractor Personnel—Identification, Onsite Reporting, and Checkout Procedures" for permanent PIV card issuance procedures.
(2) Visits by foreign nationals are restricted and must be necessary for the performance of the contract and concurred with by the Contracting Officer or by the Contracting Officer's Representative. Approval of such visits must be approved in advance in accordance with Goddard Procedural Requirement (GPR) 1600.1.
(3) Access to the GSFC may be changed or adjusted in response to threat conditions or special situations.

(b) While on Government premises, the Contractor shall comply with all requirements governing the conduct of personnel and the operation of the facility. These requirements are set forth in NASA Procedural Requirements (NPR), NASA Policy Directives (NPD), GPRs, GSFC Policy Directives (GPD), handbooks and announcements. The following cover many of the requirements:

(1) Harassment and Discrimination Announcements
http://eeo.gsfc.nasa.gov/policy.html
(2) GSFC Workplace Violence Announcement
https://gs279gdmsias.gsfc.nasa.gov/srv/GDMSNEWDatabaseObject?document_id=21144
(3) GPR 1600.1, GSFC Security Requirements
(4) NPD 1600.3, Policy on Prevention of and Response to Workplace Violence
(5) GPR 1700.1, Occupational Safety Program at GSFC
(6) GPR 1700.2, Chemical Hygiene Plan
(7) GPR 1700.8, GSFC Hazard Communication Program
(8) GPR 1800.1, GSFC Smoking and Other Tobacco Use Requirements
(9) GPR 1800.6, Occupational Health, Medicine and Employee Assistance Programs
(10) GPR 1860.1, Ionizing Radiation Protection
(11) GPR 1860.2, Laser Radiation Protection
(12) GPR 1860.3, Radio Frequency Radiation Protection
(13) GPR 1860.4, Ultraviolet and High Intensity Light Radiation Protection
(14) NPD 2540.1, Personal Use of Government Office Equipment Including Information Technology
(15) GPR 2570.1, Spectrum Management and Radio Frequency (RF) Equipment Licensing
(16) NPR 3713.3, Anti-Harassment Procedures
(17) GPD 8500.1, Environmental Policy and Program Management
(18) GPR 8710.2, GSFC Emergency Management Program Plan
(19) GPR 8710.7, Cryogenic Safety
(20) GPR 8710.8, GSFC Safety Program Management
(21) GPD 8715.1, GSFC Safety Policy

(22) GPR 8715.1, Processing of NASA Safety Reporting System (NSRS) Incident Reports

Copies of the current issuances of the GPD/GPRs may be obtained at http://gdms.gsfc.nasa.gov from a computer onsite (GSFC Government Facility or from the Contracting Officer. Copies of the current issuances of the NPD/NPRs may be obtained at http://nodis3.gsfc.nasa.gov or from the Contracting Officer. The above list may be modified by the Contracting Officer to include additional issuances pertaining to the conduct of personnel and the operation of the facility.

(c) The Contractor may not use official Government mail (indicia or "eagle" mail). Contractors found in violation could be liable for a fine of $300 per piece of indicia mail used. However, the Contractor is allowed to use internal GSFC mail to the extent necessary for purposes of the contract.

(End of clause)

## H.8 QUALITY CONTROL TESTING SUPPLIED BY THE CONTRACTOR

a. The Contractor shall direct its testing service subcontractor to provide to the COR one written copy of each test result for all tests taken at the construction site prior to close of business of the day the tests are run. The Contractor shall direct their testing service representative to orally inform the COR or Project Inspector within two hours of the test if a test result indicated failure in meeting the specified requirement. The contractor is responsible for the provision of such information to the Government even when the subcontractor fails to comply with contractor direction.

b. The Contractor shall ensure that its testing service subcontractor provides directly to the COR or Project Inspector all results of lab run tests and mix designs in writing within five working days of running the test(s). This requirement is in addition to the Contractor's requirement to submit all test reports or mix designs. Also, should any lab run test or design mix fail to meet the contract specifications, the Contractor shall require their testing service to notify the COR in writing of that failure within 24 hours of the test or mix design.

c. If the Contracting Officer or COR suspects that field test results, lab test results, or mix design results are inaccurate, the Contracting Officer may, without limiting or waiving any other rights available to the Government under this contract, in accordance with Clause 52.242-14 Suspension of Work, suspend work in those areas affected by the questionable test results or mix design.

(End of text)

## H.9 PRICE BREAKDOWN

Promptly upon award of contract, but prior to issuance of the notice to proceed, the

Contractor shall submit for approval to the Contracting Officer a price breakdown to include a projected construction schedule, a schedule of price values (with adjustment columns for payment based on performance) and a list of critical work sequences necessary for proper and timely execution of the work in accordance with Clause 52.232-5--Payment under Fixed Price Construction.. Prior to payment for in place and accepted Concrete or Asphalt, the Contractor shall submit to the Government the Preconstruction survey, post mill survey, and post pavement survey with proposed and actual elevations with deviations listed for review, copies of the profilograph, batch tickets, core tests, and all other required tests along with a report and recommendation from the QC Manager with a summary and statement of how the in place material complies with the contract and a suggestion for payment for performance adjustment.

(End of text)

## H.10 SPECIAL INSTRUCTIONS AND INFORMATION FOR CONSTRUCTION CONTRACTORS

1. SPECIAL REQUIREMENTS

Barricades and signs shall be posted at project areas while work is in progress to ensure safety of personnel entering or working at the work sites. The contractor shall the work will not affect the ability of the existing facility to conduct its business.

All Supervisors, Safety Officers, Superintendents, Quality Control Personnel, and Escort drivers shall complete the 30-minute Airfield Driving class that focuses on working on the WFF airfield and shall check out airfield radios for communication with the Air Traffic Control Tower.

Due to BASH requirements, temporary seeding is not allowed on the airfield. All stabilization shall be permanent sod with an endophyte tall fescue sod such as Kentucky 31, 2nd Millennium, Rhambler. The sod shall be watered as necessary for the first growing season (year) to ensure establishment.

Haul Access:

Contractor shall route all personnel through the main gate, have airfield access and escort all workers to and from the worksite via radio communication with the tower after Foreign Object Debris (FOD) check. All vehicles including dump trucks that have to cross any portion of an active airfield shall be escorted by Contractor personnel and shall FOD check before requesting clearance from the Air Traffic Control Tower. The contractor shall also have a FOD sweeper/vacuum truck onsite at all times to ensure that no FOD is tracked onto the active airfield. The boundary of construction sites to active airfield and FOD barriers shall be checked for FOD migration daily and cleaned at least daily to ensure zero FOD mishaps.

All heavy traffic, oversized traffic, and dump trucks shall access the Airfield from Pump House Road off of Route 175 at Gate 6. The contractor shall construct a 12' wide gravel

eyebrow off of Route 175 to improve visibility and to store queued vehicles off of the highway. Contractor shall coordinate with the Virginia Department of Transportation (VDOT) for permits to construct this temporary eyebrow and to determine if traffic flaggers are required. NASA will provide a security guard to man the gate. Hauling and access to Pump House road will only be allowed Monday through Friday from 0900 to 1500 so that morning and afternoon traffic congestion is avoided.

If a batch plant is erected onsite it shall be located to the Northeast of the RW4-22 and 10-28 intersection. Haul traffic for work along RW 17-35 shall be via the abandoned northern most taxiway. The Contractor shall be responsible for repairing any and all NASA roads and infrastructure that is damaged or degraded by the Contractor during this project.

Phased Access:

An active taxi route shall remain open from Hangar N-159 and D-1 to the Duty Runway (either RW 10-28 or RW 4-22) at all times. Any work that will impact RW 10-28 and result in a closure shall only occur between April 2016 and July 2016. The Contractor shall submit a phasing plan on an aerial map with the Airfield segments labeled for approval with the anticipated months of impact prior to the start of any construction. Either RW 10-28 or RW 4-22 shall remain active at all times. Availability of Airfield for construction will be subject to scheduled mission flights and will be contingent on the direction of Airfield Operations at all times, contractor shall coordinate with the Contracting Officer's Representative. Night or weekend work may be authorized and/or required if needed to meet schedule compliance due to airfield availability however the preferred work schedule shall be M-F 0800-1630.

The Airfield will remain in operation during the entire construction period. The Contractor shall conduct operations so as to cause the least possible interference with normal operations of the activity. Permissions to interrupt any activity roads, taxiways, runways, and/or utility service shall be requested in writing a minimum of 15 calendar days prior to the desired date of interruption.

Phased Construction Duration:

| | | |
|---|---|---|
| 1. | RW 4-22 | 120 days |
| 2. | RW 17-35 | 120 days |
| 3. | TW Alpha | 30 days |
| 4. | TW Echo | 30 days |
| 5. | TW Foxtrot | 30 days |
| 6. | TW Golf | 30 days |
| 7. | TW Hotel | 30 days |
| 8. | D-1 Apron | 90 days |
| 9. | N-159 Apron | 90 days |

Total Construction Time = 570 days

Total Contract Time = 730 days (including administration, inclement weather, batch plant setup, and closeout)

Notes:

1. Phased Construction Days as listed does not include curing time of asphalt prior to final paint application.

2. The Contracting Officer may change the approved construction phasing plan due to airfield operations, prevailing wind requirements, or other circumstances.

3. Provided Air Ops concurs, up to 3 phases may be constructed concurrently, except only one runway of the two (RW 10-28 or RW 4-22) may be closed at any time (RW 10-28 will be closed from April 2016 to July 2016).

Contractor shall coordinate with NASA for the marking of all underground utilities prior to commencing work. NASA will mark the general location of known underground utilities once, the contractor will be responsible for maintaining the markings in the field after the initial location. There are known electrical and communication line crossings and water line crossings in the area of the construction.

At completion of the project, the Contractor shall supply the Government with two copies of all as-builts, surveys, QC reports, tests, cores, batch tickets, control charts, and all other documentation that are generated in support of this project. Contractor shall also provide the Government with two Runway Closure "X's" and 50 FOD barriers.

PROTECTION OF HISTORICAL AND ARCHAEOLOGICAL RESOURCES

The contractor shall carefully preserve and report immediately to the Historic Preservation Officer, COR and Contracting Officer all items having any apparent historical or archaeological interest, including human skeletal remains, which are discovered in the course of any construction activities. Work shall be stopped in the immediate vicinity of the find and will not resume until directed by the Contracting Officer. Items found to have archaeological or historical significance will remain property of the U.S. Government. Removal and final disposition of said items will be the responsibility of NASA.

## 2. WORK PERFORMANCE

The work shall be conducted under the general cognizance of the Contracting Officer, working through the COR who will assign Inspectors to monitor compliance with the terms of the contract. Inspectors will be assigned on the basis of approved work schedules. No Inspector or any other Government employee is authorized to waive or change any provisions of this contract or the specification without written authorization from the Contracting Officer; nor shall the presence or absence of an Inspector relieve the Contractor from any requirement of the contract.

## 3. CONTRACTOR'S DAILY REPORTS

A representative of the Contractor shall provide a completed Form WI 452 (Attachment D) for daily pick up by the Government Inspector.

4. WORKING HOURS

The Contractor's working hours shall conform to the regular working hours of the NASA Inspection Section, which are 8:00 a.m. to 4:30 p.m., except where authorized by the Contracting Officer in accordance with FAR Clause 52.236-15--Schedules for Construction Contracts, to exceed the Schedule limitations. Should the Contractor desire to work outside of these hours, a written request shall be made in advance, and approval obtained from the Contracting Officer. The Contracting Officer's Representative may authorize emergency deviations to the Contractor's work schedule. No work shall be performed without such approval. In addition, no work will be performed on Government observed holidays, furloughs, or base closures unless authorized by the Contracting Officer. See Clause H.4, NFS 1852.242-72 Observance of Legal Holidays, for a listing of Government observed holidays.

Should the Contractor suspend work at any time before the contract is completed, the Contractor shall notify the COR and shall not again resume work without notifying the COR in advance.

Normal NASA and Navy operations may limit work during regular working hours. Goddard Space Flight Center/Wallops Flight Facility (GSFC/WFF) operates an active rocket launch range on Wallops Island and the Main Base Tracking and Data Operations throughout the facility. Upon notification by the COR, the Contractor shall be responsible for keeping its employees out of launch, radio frequency (RF), and aircraft operating hazard zones during operational activities. The Contractor shall also be required to halt construction activities that have the potential of interrupting range instrumentation systems during critical operations, both on the Main Base and Wallops Island. This may include shutting down or restricting all excavation activities to avoid interruption of critical tracking operations. Notification will normally be provided by the COR 24 hours in advance and can be expected to be issued for up to two (2) hours, three (3) times a week; and for longer durations up to a full day, three (3) times a month. The Contractor shall be aware of the possibility of down time associated with the above and shall be responsible for any additional time and costs associated with these closures and/or restricted work activities.

RW 10-28 will be closed from April 2016 to July 2016.

5. IDENTIFICATION BADGES

The prime contractor shall submit the names of one primary and one secondary individual for approval by the Contracting Officer, to serve as sponsor/escort for all material deliveries for this job site, visitors to the job site by non-badged personnel, and other workers not badged through the identification badge process by NASA/WFF Security Force. These appointed personnel will receive a Temporary Picture Badge that

will allow sponsor/escort of non-badged personnel to the job site during normal duty hours. This badge can be issued for up to one year, depending on the length of the contract. The primary or secondary individual shall be available on the job site at all times work is being performed. Sponsors/escorts must adhere to Attachment G, Sponsor Responsibilities and Vouching Policy, dated 12/2013, at all times. The escorting of day workers is strictly prohibited. Upon the completion of the contract and prior to departure from Wallops Flight Facility, the Contractor shall surrender all badges to the office from which obtained. Failure on the part of the prime Contractor to properly surrender all badges of people involved in work under this contract may be cause for the Contracting Officer to withhold final payment of the contract.

Any badges lost by the Contractor, subcontractor, their employees and agents during the life of the contract shall be reported immediately to the office from which they were obtained.

FOREIGN NATIONAL ACCESS

Foreign National requests take a special approach for access. Information for this process can be located here; http://protectiveservicesdivision.gsfc.nasa.gov/formsdocs.html, or by contacting the WFF International Visits Coordinator (IVC) at (757) 824-1111.

## 6. HANDLING OF MATERIALS AND EQUIPMENT

All shipments shall be addressed to the Contractor who shall be responsible for their receipt, unloading, handling, and storage at the site.

The Government will not accept deliveries on behalf of the Contractor or subcontractors, nor will it assume any responsibility for security of materials, supplies, or equipment delivered to the site.

The Contractor shall schedule deliveries of materials to Wallops Flight Facility between the hours of 8:30 a.m. and 4:00 p.m., unless otherwise approved by the Contracting Officer. A temporary picture badged employee shall be available whenever deliveries are scheduled in order to provide escort duty for all material deliveries.

Mechanical equipment, structural and reinforcing steel, piping, lumber, millwork, cement, and other equipment and materials (with the exception of sand, gravel, etc.) shall be stored above ground on racks or platforms, free from contact with the soil, and adequately covered and/or heated to protect them against as applicable freezing, rust, dirt, water/moisture, chemicals, or any injury of any kind which could, in the opinion of the Contracting Officer, impair their value for use in the work.

## 7. USE OF SPACE

The extent and limits of the work shall be as described in this contract. The site will be made available "as is," and unless otherwise specified, the Contractor shall be responsible for clearing the site of all obstructions, both natural and artificial, which would interfere with the performance of the work under this contract. All permanent and temporary building operations, as well as all work under this contract, shall be strictly confined to the limits shown or described on the contract drawings, or as designated by the Contracting Officer.

8. TRAFFIC FACILITIES

The Contractor shall use only the established roadways and such temporary roadways on the premises as may be authorized by the Contracting Officer. When it is necessary to cross curbing or sidewalks, the Contractor shall construct secure bridges across them; and at the completion of all work such bridges shall be removed by the Contractor.

Work involving construction in driveway or roadway areas (excavation, backfilling, paving, etc.) shall be accomplished as expeditiously as possible. Traffic shall be maintained at all times with adequate warning signs installed immediately adjacent to detours, temporary bridges, etc. Signs, barricades, ropes, etc. shall be furnished by and placed by the Contractor and removed by the Contractor upon completion of work.

Should the Contractor's operations result in deposition of dirt or other debris on roads or walks, such facilities shall be cleaned the same day of occurrence and in such manner as will prevent the formation of undesirable quantities of mud or dust, or the creation of any other nuisance.

The Contractor shall make its own arrangements for use of private or public road, rail, or marine facilities.

9. UTILITIES

Contractor shall coordinate with NASA for the marking of all underground utilities prior to commencing work. NASA will mark the general location of known underground utilities once, the contractor shall be responsible for maintaining the markings in the field after the initial location. There are known electrical and communication line crossings and water line crossings in the area of construction.

All work relating to existing utilities shall be in accordance with FAR 52.236-14-Availability and Use of Utility Services and as provided below:

Water, in such quantities as may be actually required for the work, will be furnished from Government facilities, as available, without charge. All lines shall be installed and maintained in a sanitary and watertight manner, and shall be removed and capped at the completion of the contract, without additional cost to the Government. All temporary connections, to include water hoses shall incorporate the use of a backflow device to safeguard against contamination of potable water supply.

The Government will furnish electric power for general construction purposes, with a maximum demand of 25 kilowatts, without cost to the Contractor. This electrical energy will be made available to the Contractor from the NASA distribution system at the nearest location where such capacity is available; and, at the option of the Contracting Officer, will be supplied at 3 phase, 4 wire, 120/208 volts or 3 wire 440 volts. The Contractor shall provide a disconnect switch, suitably protected from the weather and properly fused. The Government will connect to the existing government power source provided. This electrical energy is provided for lighting, motor driven construction equipment, heaters, and general construction purposes.

Requests for electrical outages shall be submitted, in writing, to the Contracting Officer at least 2 weeks in advance of the period for which the outage is sought, which, as far as practicable, should be limited to the period between 12:00 midnight on Fridays and 10:00 p.m. on the following Sunday.

Outages will be permitted by the Contracting Officer or COR only at times when they will result in minimum interference with research activities, and when adequate labor, equipment and materials are available for restoration of service. The Contractor shall not receive additional payment for such operations required to be performed outside the regular work hours.

The Contractor shall provide and maintain all necessary sanitary conveniences for use by his employees, and their use shall be strictly enforced. Prior to the completion of all work, all such sanitary conveniences shall be removed and the premises left clean and returned to original condition.

The Government will not provide the Contractor with telephone service under this contract. Arrangements for the cost of installation and maintenance of telephone service required for performance of the contract shall be borne entirely by the Contractor. Removal of such utilities at contract completion shall be at the Contractor's expense subject to the approval of the Contracting Officer.

10. PROTECTION AND REPAIR

(a) Existing Government services shall be maintained, so far as practicable, without interruption; or, if interrupted by the Contractor's operations, shall be promptly restored without additional cost to the Government.

(b) In removing materials or equipment, care shall be taken not to disturb or damage adjacent equipment, surfaces, or materials, which are to remain. Any such damage shall be repaired or replaced as directed by the COR at no additional cost to the Government. Structural members shall not be cut unless specifically indicated.

(c) Except as otherwise indicated or specified, all repairs/alterations to the existing work shall be done in accordance with the requirements of these specifications for new work.

(d) Where the contract work is to be connected to existing buildings or other construction, the Contractor shall do such repairs, touch up painting, etc., as may be necessary to leave the completed work in a neat and orderly condition.

11. SUBCONTRACTORS

(a) The Contractor shall be responsible for familiarizing each of its subcontractors with all aspects of the contract affecting each subcontractor respectively, and shall be responsible for coordinating the work of its subcontractors to prevent any interference or omission whatsoever.

(b) Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government. All business shall be conducted through the prime Contractor.

(c) The divisions or sections of the specifications shall not be interpreted as limiting or defining the work for purposes of dividing the work among subcontractors, or to limit the work performed by any trade.

12. DRAWINGS BY CONTRACTOR

(a) The Contractor shall prepare all working drawings, shop drawings, and detailed drawings necessary to enable the Contractor to fabricate and erect all parts of the work, and to enable the Contracting Officer to check their conformity with the contract drawings and specifications, and to satisfy the Contracting Officer that all parts can be fabricated or erected as required. Shop drawings shall consist of fabrication drawings, working drawings, wiring diagrams, and manufacturer's scale drawings.

(b) On all work requiring preparation of construction drawings by the Contractor and submittal of such to the Contracting Officer for approval, such approval shall be obtained before construction covered is started. Six total copies of the drawings shall be submitted in such sequence that the Contracting Officer will have all information necessary for comparison against the specified requirements of the contract. All drawings shall be clearly marked with the Government contract number.

(c) The Contractor shall not proceed with any construction that may be affected in any manner by location of equipment to be installed under the contract, until submittal and approval of equipment layouts showing all components with dimensions and necessary clearances have been submitted and approved.

(d) Drawings shall be such as will permit production of clear, permanent reproductions, shall be identified by serial numbers and descriptive titles indicating their application to the contract, and shall be signed by a responsible representative of the Contractor. So far as practicable, drawings shall be on standard 24 x 36 inch sheets, and shall have title blocks corresponding to NASA standards.

(e) If, at any time before the completion of the work, changes are made necessitating the revision of previously approved drawings, the Contractor shall make such revisions and shall proceed in the same routine as for original approval.

(f) Unless otherwise specified, all connections necessary to properly complete the work under this contract, to constitute a complete and useable end item, shall be provided and completed by the Contractor in a manner satisfactory to the Contracting Officer. This shall apply with equal force to any construction details not shown or specified, but necessary to make indicated alterations or additions to an existing structure, or to provide any connections for future additions indicated on the contract drawings or specified herein. All parts designed by the Contractor shall be sufficiently strong to withstand, without excessive deflection, all loads and/or pressures to which they are likely to be subjected, and to be of equal or greater strength as the weakest members connected. In no case shall the construction be inferior in any manner to that shown on the contract drawings. All designs and details provided by the Contractor shall be in accordance with acceptable industry standard practice.

(g) Where reports of factory tests are required by the specifications, the Contractor shall furnish six (6) copies of such reports, certified by a responsible Officer of the Contractor. The reports shall be subject to the approval of the Contracting Officer before delivery of the materials or equipment. If the Contracting Officer rejects these reports, the contractor must take corrective action and resubmit said reports in a reasonable time. In no event does the Government's failure to approve any individual report relieve the Contractor of its obligation to meet all the requirements of these specifications, drawings, and contract documents.

(h) The contractor is responsible for providing a finished end product that fully satisfies the requirements of the Government as expressed herein. Approval by the Contracting Officer or the COR of the Contractor's drawings shall not relieve the Contractor of any part of the Contractor's responsibility to meet all of the requirements of this contract, or of the responsibility for the correctness of the Contractor's drawings. The approval of drawings by the Contracting Officer or the COR shall not be construed as a complete certification and review of the contractor's work, but will indicate only that the general method of design work and detailing is acceptable.

(i) Upon completion, and prior to final acceptance by the Government of all work under the contract, the Contractor shall furnish six (6) copies of all drawings that shall be corrected to include all field changes, alterations, and "as built" conditions for all construction, including utilities, built under this contract.

(1) The Contractor shall keep the work prints current by recording locations of the construction, including utilities, immediately upon installation and before backfilling over underground work. All plotting shall be accurate. All control dimensions shall be indicated. Where dimensions of new construction have been indicated on the work prints, these shall be crossed out and the "as built" dimensions recorded even if the same

as those given.

(2) Locations shall be three dimensional. Elevations shall be in feet and inches, referenced to USC&GS datum. Lateral dimensions shall be in feet and inches. Dimensions to subsurface utilities which extend under foundations, buildings, or other construction; shall be given to the point of exposure at the surface or to the point of "rise" in concealed construction. ("Surface" shall be considered as the lowest level of basement, first floor, or "crawl" space under the construction.) (The foregoing applies to entering or exiting items only. No records will be required for utilities entirely enclosed in construction, or entirely above surface.) Dimensions shall be given from survey lines, major fixed surface points, or points of permanent nature, such as road center lines, curb lines, sidewalk edges, building wall, center of manhole covers, fire plugs, etc. Building, foundation, and manhole locations shall be those used by the engineer in the layout for control of construction, and normally shall be to center lines or edges. Manholes or pit dimensions shall include the invert or bottom elevation in addition to the top or cover elevation. Invert elevation shall be given to flow line, if present; otherwise it shall be to the bottom of the manhole or pit with separate information for sump, if present. Dimensions shall be recorded for all changes in direction, slope, or type of run, as well as valves, tees, elbows, fire plugs, man-holes, and similar features. For circular utilities, horizontal dimensions shall be to center lines; diameter shall be recorded, and invert or top elevations shall be designated. For rectangular utilities, horizontal dimensions shall be to center lines, and widths shall be given. Elevations shall be recorded for both the top and bottom.

Construction layout control dimensions shall be taken and locations shall be recorded and checked for completeness of record before backfilling. Accuracy of dimensions shall be as follows:

Location: Buildings, roads, foundations, manholes, and similar items; duct banks, trenches, water lines, sanitary and storm sewers, etc., accuracy to plus or minus 3 inches.

Elevation: Buildings, roads, foundations, sanitary and storm sewers, manhole covers, catch basins, and similar items to plus or minus 0.05 foot. Duct banks, trenches, water lines, etc., to plus or minus 0.1 foot.

(3) The Contracting Officer may request progress prints at intervals of 6 months. These progress prints shall consist of prints from the work prints supplied by the Contractor, as corrected to date of submittal.

13. FEDERAL SPECIFICATIONS

(a) Wherever in the various sections of these specifications, material or equipment to be furnished or work to be done is required to conform to Federal Specifications, American Society for Testing and Materials (ASTM), American Institute of Steel Construction (AISC), Society of Automotive Engineers, Inc. (SAE), or any other generally recognized authority, the latest revised edition of such specifications in effect on the date of the

opening of bids shall apply.

(b) Copies of the following specifications may be obtained by application to the agencies listed below:

Federal Specifications

Superintendent of Documents, Government Printing Office,Washington, DC

Navy Department or joint Army Navy Specifications

Bureau of Supplies and Accounts, Navy Department, Washington, DC

Military Specifications

Commander, Air Development Center, Wright Patterson Air Force Base, Dayton, OH

14. MATERIALS AND EQUIPMENT

(a) Manufactured materials shall be delivered on the site in original, unopened package or container and marked with the manufacturer's name and brand. They shall be labeled to indicate grade, weight or volume, size, type, and other pertinent information as applicable. Packaged materials shall be stored in their original, unbroken package or container in a weather tight and dry place until ready for use in the work.

(b) Equipment shall be of the size and type customarily used in work of this kind and the use of said equipment shall be subject to Contracting Officer approval. In no event shall the Government's approval of the use of any particular piece of equipment be construed as relieving the Contractor from its obligations under this contract or waiving the Government's right to timely and complete performance of the contract.

(c) Where equipment specified by manufacturer's designation requires modification to fully meet contract requirements, such modification shall be made by the Contractor without additional cost to the Government.

(d) Where two or more types of equipment or materials are specified without indication of preference, it shall be optional with the Contractor which one is used, but the same type shall be used throughout.

(e) All required equipment and material data, including location and function, shall be furnished to the Contracting Officer for approval. Six copies of each shall be provided. Submittals shall be on standard letter size, or larger, sheets. Machinery, equipment, materials, and articles furnished without such approval shall be at the risk of subsequent rejection, and will not be considered in computing partial payments.

(f) Prior to delivery of each major item of equipment, the Contractor shall unless otherwise directed, submit six (6) copies of an instruction manual for each, containing the following information as a minimum.

(1) Descriptions, including ratings, construction details, bearing and lubrication details, dimensions, weights, location of any internal pressure or temperature devices.

(2) Erection and disassembly instruction.

(3) Operating instructions, including temperature limitations, lubrication recommendations, and operating procedures.

(4) Instructions for maintenance, inspection, cleaning, and adjustment.

(5) List of repair parts, including description and catalog numbers of each piece.

(6) Test reports and characteristic data.

(g) When a product used by the Contractor is believed by the Contracting Officer not to meet the specifications called for, the product shall be tested by an independent testing laboratory at no additional cost to the Government. Testing conducted by the company who manufactures the products, in this instance, will not be acceptable.

15. DISPOSITION OF MATERIALS

Existing equipment or materials to be reused under this contract shall be as set forth on the drawings. Items suitable for reuse but not specified to be reused shall be carefully removed to preclude damage and delivered to the Government as directed by the Contracting Officer's Representative at the time of removal.

Any materials furnished to the Contractor by the Government for use in the construction of this project shall remain the property of the Government. Any materials that are furnished by the Government which are in excess of what is required for the project shall remain the property of the Government and shall, at the completion of all work, be delivered to a site and placed as designated by the COR.

Salvage material shall be delivered to the Government salvage yard designated by the COR and placed, with the proper documentation.

Excess excavated material not specified to be reused shall be disposed of at a site designated by the COR. This material shall be recycled in accordance with the Resource Conservation and Recovery Act and Executive Order 13514.

The Contractor shall dispose of fluid waste, such as oil, mineral spirits, etc., in an appropriate manner in compliance with federal and state laws and all other applicable

regulations, and shall not dispose of said waste in the storm or sewage disposal systems.

The Contractor shall maintain adequate property control records for all materials or equipment specified to be salvaged. These records may be in accordance with the Contractor's system of property control, if approved by the Contracting Officer. The Contractor shall be responsible for the adequate storage and protection of all salvaged materials and equipment.

## 16. EXCAVATION REQUIREMENTS

In order to ensure the integrity of the NASA cable plant, electrical power distribution system, water and wastewater distribution systems, high pressure air lines, storm drainage systems, and steam distribution systems, an excavation permit is required prior to any digging activity at Wallops Flight Facility. Application for an excavation permit shall be submitted to the COR at least fifteen working days prior to a specific excavation activity. No reasonable request for a permit will be denied. Excavation shall not commence prior to the issuance of an excavation permit.

For purposes of this clause, excavation is to include any digging activity whether this be a single posthole, surface grading, cable and pipe trenching, or a foundation system.

Excavation will be implemented according to the procedures issued at the time of permit approval and the Contractor will be required to hand dig to determine the exact location of identified utilities.

In no event will the Government's failure to issue a permit relieve the Contractor from its obligation under the contract or waive the Government's right to timely and satisfactory performance of this contract.

## 17. HOT WORK PERMITS

The contractor shall contact the Government Inspector to obtain a written permit from the Fire Department prior to commencing any burning, welding, soldering, open flame cutting, leading, operation of tar kettles, salamanders, and any other non-permanently installed heat or fire producing devices. No reasonable request for a permit will be denied. The contractor shall assure that adequate precautionary measures have been taken to protect all personnel and property. Permits will be good from 8:00 a.m. to 3:30 p.m. daily. The permit shall be posted in a conspicuous location at the job site. Permits required after normal working hours, weekends, and holidays shall be requested as soon as the need is known. Failure to maintain the specified fire and safety requirements will result in immediate suspension of such operations.

All contractor employees working with flame or heat producing equipment such as a propane torch or cutting/welding equipment shall be properly trained and experienced in this type of work.

The contractor shall provide an appropriate size and type of chemical fire extinguisher at each welding, cutting or burning operation.

In addition, the contractor shall furnish all barricades, signs, ropes, shields and other guards as appropriate to ensure the safety of Wallops Flight Facility personnel/the general public who may be in the vicinity of the work area.

In no event will the Government's failure to issue a permit relieve the Contractor from its obligation under the contract or waive the Government's right to timely and satisfactory performance of this contract.

18. VEHICLE AND PEDESTRIAN RULES

The Contractor and all employees, including sub-contractors, shall be subject to the Vehicle and Pedestrian Rules while operating motor vehicles or walking on Wallops Flight Facility. These rules are located at: http://protectiveservicesdivision.gsfc.nasa.gov/ann-pres.html, listed under Physical Security, Traffic Announcement.

Additionally, most security questions can be answered by reviewing this site; http://protectiveservicesdivision.gsfc.nasa.gov/index.cfm. Information not found on the site may be obtained by calling the Office of Protective Services at (757) 824-1111.

(End of text)

**H.11 1852.243-72 EQUITABLE ADJUSTMENTS (APR 1998)**

(a) The provisions of all other clauses contained in this contract which provide for an equitable adjustment, including those clauses incorporated by reference with the exception of the "Suspension of Work" clause (FAR 52.242-14), are supplemented as follows:

Upon written request, the Contractor shall submit a proposal for review by the Government. The proposal shall be submitted to the contracting officer within the time limit indicated in the request or any extension thereto subsequently granted. The proposal shall provide an itemized breakdown of all increases and decreases in the contract for the Contractor and each subcontractor in at least the following detail: material quantities and costs; direct labor hours and rates for each trade; the associated FICA, FUTA, SUTA, and Workmen's Compensation Insurance; and equipment hours and rates.

(b) The overhead percentage cited below shall be considered to include all indirect costs including, but not limited to, field and office supervisors and assistants, incidental job burdens, small tools, and general overhead allocations.

"Commission" is defined as profit on work performed by others. The percentages for overhead, profit, and commission are negotiable according to the nature, extent, and complexity of the work involved, but in no case shall they exceed the following ceilings:

| | **Overhead (Percent)** | **Profit (Percent)** | **Commission** |
|---|---|---|---|
| To Contractor on work performed by other than its own forces | ----- | ----- | 10 percent |
| To first tier subcontractor on work performed by its subcontractors | ----- | ----- | 10 percent |
| To Contractor and/or subcontractors on work performed with their own forces | 10 percent | 10 percent | ----- |

(c) Not more than four percentages for overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers.

(d) The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors.

(e) Equitable adjustments for deleted work shall include credits, limited to the same percentages for overhead, profit, and commission in paragraph (b) of this clause.

(f) On proposals covering both increases and decreases in the amount of the contract, the application of the overhead, profit, and commission shall be on the net change in direct costs for the Contractor or the subcontractor performing the work.

(g) After receipt of the Contractor's proposal, the contracting officer shall act within a reasonable period, provided that when the necessity to proceed with a change does not permit time to properly check the proposal, or in the event of a failure to reach an agreement on a proposal, the contracting officer may order the Contractor to proceed on the basis of the price being determined at the earliest practicable date. In such a case, the price shall not be more than the increase or less than the decrease proposed.

(End of clause)

## H.12 GSFC 52.219-90 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (FEB 2014)

a. Subcontracting Plan (Contractor)

FAR clause 52.219 9, "Small Business Subcontracting Plan (Deviation)" is included in this contract. The agreed to Subcontracting Plan required by the clause is included as an attachment to the contract.

b. Subcontracting Plan (Subcontractors)

In accordance with FAR clause 52.219 9 Small Business Subcontracting Plan (Deviation), the Contractor must require that certain subcontractors adopt a plan similar to the Plan agreed to between the Contractor and the Government.

c. Individual Subcontract Reports (ISRs)

The Contractor shall prepare and submit their Individual Subcontract Reports (ISRs) (formerly known as the Standard Form 294), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at http://esrs.gov.

ISRs must be submitted electronically in eSRS on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the last reporting period.

A final Individual Subcontract Report (ISR) must be submitted after contract completion. The final ISR submittal must be received no later than the due date for what would have been the next semi-annual report.

d. Summary Subcontract Reports (SSRs)

The Contractor shall prepare and submit Summary Subcontract Reports (SSRs)(formerly known as the Standard Form 295), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at http://esrs.gov and in accordance with FAR clause 52.219-9 Small Business Subcontracting Plan (Deviation) of this contract.

The SSRs must be submitted electronically in eSRS on an annual basis. This report must be submitted no later than October 30 each year for the twelve month period ending September 30.

e. Subcontractor Reporting

FAR clause 52.219 9 Small Business Subcontracting Plan (Deviation) requires that the Contractor ensure that ISR and SSR reports are submitted by those subcontractors that have been required to adopt a Subcontracting Plan under the terms of the clause. These subcontractor reports must be submitted as required by paragraphs (c) and (d) above. The reports may be submitted through the Contractor or submitted directly. Regardless, the Contractor is responsible for ensuring proper and timely submittal of the required reports.

(End of clause)

## H.13 GSFC 52.223-91 SAFETY AND HEALTH – ADDITIONAL REQUIREMENTS (APR 2015)

In addition to compliance with all Federal, state, and local laws as required by paragraph (b) of NFS clause 1852.223-70, the Contractor shall comply with the following:

(a) Incident Reporting: The immediate notification and prompt reporting requirement included in paragraph (d) of NFS clause 1852.223-70 shall be to Wallops Flight Facility Safety Office, Code 803, Telephone 757-824-1720 and to the Contracting Officer (CO). This verbal notification should be confirmed in writing via E-Mail to the CO and Carolyn.Turner-1@nasa.gov and entered into the NASA Mishap Information System (NMIS) within 24 hours. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

(b) Submit a monthly safety and health report using NMIS. Specify incidents (mishaps and close calls) and man-hours worked/month. Access to NMIS must be requested through the NASA Access Management System (NAMS) within 30 days of the contract effective date at https://idmax.nasa.gov. Until access is approved, use the Contractor Monthly Statistics Report Template available at http://safety1st.gsfc.nasa.gov under Contractor Safety and e-mail the completed form to Carolyn.Turner-1@nasa.gov.

(End of clause)

## H.14 GSFC 52.223-92 GOVERNMENT PROPERTY--COMPLIANCE WITH SAFETY STANDARDS (APR 2015)

This contract involves the use of Government-furnished property or installation provided property. If any of the property does not conform to applicable Federal, state, or local safety standards, the Contractor shall promptly notify the Contracting Officer in writing (with a copy to the Wallops Flight Facility Safety Office, Code 803).

(End of clause)

## H.15 GSFC 52.237-73 RELEASE OF SENSITIVE INFORMATION (MAY 2015)

(a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at GSFC 52.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at GSFC 52.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at GSFC 52.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards

contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at GSFC 52.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs

substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

## H.16 CLAUSES INCORPORATED BY REFERENCE -- SECTION H

Clauses H.1 and H.2 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

**I.1 52.202-1 DEFINITIONS (NOV 2013)**

**I.2 52.203-3 GRATUITIES (APR 1984)**

**I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)**

**I.4 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)**

**I.5 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)**

**I.6 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)**

**I.7 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)**

**I.8 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)**

**I.9 52.203-14 DISPLAY OF HOTLINE POSTER(S) ((DEC)(2007) [PARAGRAPH (B)(3) HTTP://OIG.NASA.GOV/HOTLINE.HTM, INSPECTOR GENERAL HOTLINE POSTERS MAY BE OBTAINED FROM NASA OFFICE OF INSPECTOR GENERAL, CODE W, WASHINGTON, DC 20546-0001]**

**I.10 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)**

**I.11 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**

**I.12 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)**

**I.13 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)**

**I.14 52.204-14 SERVICE CONTRACTING REPORTING REQUIREMENTS (JAN 2014)**

**I.15 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (NOV 2014)**

**I.16 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)**

**I.17 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

**I.18 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEC 2014)**

**I.19 52.210-1 MARKET RESEARCH (APR 2011)**

**I.20 52.214-26 AUDIT AND RECORDS - SEALED BIDDING (OCT 2010)**

**I.21 52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING (AUG 2011)**

**I.22 52.214-28 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING (OCT 2010)**

**I.23 52.214-29 ORDER OF PRECEDENCE - SEALED BIDDING (JAN 1986)**

**I.24 RESERVED**

**I.25 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (AUG 2011)**

**I.26 RESERVED**

**I.27 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010)**

**I.28 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

**I.29 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010)**

**I.30 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)**

**I.31 52.219-16 LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999)**

**I.32 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**

**I.33 52.222-3 CONVICT LABOR (JUN 2003)**

**I.34 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS -**

**OVERTIME COMPENSATION (MAY 2014)**

**I.35 52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (MAY 2014)**

**I.36 52.222-7 WITHHOLDING OF FUNDS (MAY 2014)**

**I.37 52.222-8 PAYROLLS AND BASIC RECORDS (MAY 2014)**

**I.38 52.222-9 APPRENTICES AND TRAINEES (JUL 2005)**

**I.39 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)**

**I.40 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)**

**I.41 52.222-12 CONTRACT TERMINATION – DEBARMENT (MAY 2014)**

**I.42 52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)**

**I.43 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)**

**I.44 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)**

**I.45 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)**

**I.46 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)**

**I.47 52.222-26 EQUAL OPPORTUNITY (APR 2015)**

**I.48 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 2015)**

**I.49 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)**

**I.50 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)**

**I.51 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUL 2014)**

**I.52 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)**

**I.53 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)**

**I.54 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2014)**

**I.55 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)**

**I.56 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) - ALTERNATE I (JUL 1995)**

**I.57 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) – ALTERNATE I (MAY 2011)**

**I.58 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**

**I.59 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)**

**I.60 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)**

**I.61 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)**

**I.62 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)**

**I.63 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)**

**I.64 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (DEC 2007)**

**I.65 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)**

**I.66 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

**I.67 52.228-11 PLEDGES OF ASSETS (JAN 2012)**

**I.68 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (MAY 2014)**

**I.69 52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)**

**I.70 52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (OCT 2010)**

**I.71 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)**

**I.72 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)**

**I.73 52.232-16 PROGRESS PAYMENTS (APR 2012)**

**I.74 52.232-17 INTEREST (MAY 2014)**

**I.75 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)**

**I.76 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)**

**I.77 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

**I.78 52.233-1 DISPUTES (MAY 2014)**

**I.79 52.233-3 PROTEST AFTER AWARD (AUG 1996)**

**I.80 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**

**I.81 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)**

**I.82 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)**

**I.83 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)**

**I.84 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)**

**I.85 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)**

**I.86 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)**

**I.87 52.236-8 OTHER CONTRACTS (APR 1984)**

**I.88 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)**

**I.89 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)**

**I.90 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)**

**I.91 52.236-12 CLEANING UP (APR 1984)**

**I.92 52.236-13 ACCIDENT PREVENTION (NOV 1991)**

**I.93 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)**

**I.94 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)**

**I.95 52.236-16 QUANTITY SURVEYS (APR 1984)**

**I.96 52.236-17 LAYOUT OF WORK (APR 1984)**

**I.97 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) – ALTERNATE I (APR 1984)**

**I.98 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)**

**I.99 52.242-13 BANKRUPTCY (JUL 1995)**

**I.100 52.242-14 SUSPENSION OF WORK (APR 1984)**

**I.101 52.243-4 CHANGES (JUN 2007)**

**I.102 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2015)**

**I.103 52.245-1 GOVERNMENT PROPERTY (APR 2012)**

**I.104 52.245-9 USE AND CHARGES (APR 2012)**

**I.105 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)**

**I.106 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)**

**I.107 52.248-3 VALUE ENGINEERING - CONSTRUCTION (OCT 2010)**

**I.108 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) - ALTERNATE I (SEP 1996)**

**I.109 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)**

**I.110 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)**

**I.111 1852.203-71 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (AUG 2014)**

**I.112 1852.219-75 INDIVIDUAL SUBCONTRACTING REPORTS (APR 2015)**

**I.113 1852.223-74 DRUG-AND ALCOHOL-FREE WORKFORCE (MAR 1996)**

**I.114 1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988)**

**I.115 1852.232-79 PAYMENT FOR ON-SITE PREPARATORY COSTS (SEP 1987)**

**I.116 1852.236-73 HURRICANE PLAN (DEC 1988)**

**I.117 1852.237-70 EMERGENCY EVACUATION PROCEDURES (DEC 1988)**

**I.118 1852.243-71 SHARED SAVINGS (MAR 1997)**

**I.119 52.217-7 OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within ninety (90) days of notice to proceed. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

**I.120 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014) – ALTERNATE I (OCT 2001) (DEVIATION)**

(a) This clause does not apply to small business concerns.

(b) *Definitions*. As used in this clause—

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626 (e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The

eSRS is located at http://www.esrs.gov.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 *et seq.*), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The apparent low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the bidder is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted

towards the subcontracting goals for small business and small disadvantages business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged

business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

(i) Small business concerns,

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;
(v) Small disadvantaged business concerns, and
(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $650,000 ($1.5 million for construction of any public facility with further subcontracting possibilities) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontracting Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with the paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at http://www.esrs.gov . The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.*, CCR), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $150,000, indicating --

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement

Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at http://www.esrs.gov. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with

the entity that awarded the subcontract.

(2) *SSR.*

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over $650,000 (over $1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

D) Except for DoD, the report shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period. For DoD, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify

the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

**I.121 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)**

(a) *Definitions*. As used in this clause -

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall -

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to:
NASA/Goddard Space Flight Center/Wallops Flight Facility
Attn: Code 250, Affirmative Procurement Manager
Wallops Island, VA 23337

(End of clause)

## I.122 52.225-9 BUY AMERICAN - CONSTRUCTION MATERIALS (MAY 2014)

(a) *Definitions*. As used in this clause--

"Commercially available off-the-shelf (COTS) item"—

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.*

(1) This clause implements the 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American statute.*

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

| **Construction material description** | **Unit of measure** | **Quantity** | **Price (dollars) *** |
|---|---|---|---|
| *Item 1* | | | |
| **Foreign construction material** | | | |
| **Domestic construction material** | | | |
| *Item 2* | | | |
| **Foreign construction material** | | | |
| **Domestic construction material** | | | |

[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]

[*Include other applicable supporting information.*]

[**Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

(End of clause)

**I.123 52.225-11 BUY AMERICAN – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)**

(a) Definitions. As used in this clause-

"Caribbean Basin country construction material" means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

"Commercially available off-the-shelf (COTS) item"-

(1) Means any item of supply (including construction material) that is-

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means-

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic,

Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country construction material" means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

"Domestic construction material" means-

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if-

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"Free Trade Agreement country construction material" means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

"Least developed country construction material" means a construction material that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"WTO GPA country construction material" means a construction material that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements 41 U.S.C. chapter 83, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

"none"

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

| **Construction Material Description** | **Unit of Measure** | **Quantity** | **Price (Dollars)*** |
|---|---|---|---|
| *Item 1*: | | | |
| Foreign construction material | _____ | _____ | _____ |
| Domestic construction material | _____ | _____ | _____ |
| *Item 2*: | | | |
| Foreign construction material | _____ | _____ | _____ |
| Domestic construction material | _____ | _____ | _____ |

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of clause)

**I.124 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause

requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

**I.125 52.232-40 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)**

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

**I.126 52.236-4 PHYSICAL DATA (APR 1984)**

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by site survey.

(b) Weather conditions for the region can be obtained from the National Weather Service. The average weather conditions for the season can be obtained to determine period of performance for the average days that may be impacted by inclement weather.

(c) Transportation facilities N/A.

(d) N/A.

(End of clause)

**I.127 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses:

http://www.acquisition.gov/?q=browsefar/

For NASA FAR Supplement (NFS) clauses:

http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

(End of clause)

**I.128 1852.215-84 OMBUDSMAN (NOV 2011)**

a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and e-mail address may be found at: http://prod.nais.nasa.gov/pub/pub_library/Omb.html. Concerns, issues,

disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified at the above URL. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

**I.129 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (DEVIATION)(FEB 2012)**

(a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of clause)

**I.131 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## J.1 GSFC 52.211-101 LIST OF ATTACHMENTS (MAY 2015)

The following documents are attached hereto and made a part of this contract:

| Attachment | Description | Date | No. of Pages (including the cover page) |
|---|---|---|---|
| A | Davis Bacon Wage Determination General Decision No. VA150137 | 01/02/2015 | 7 |
| B | Specifications Titled "Wallops Airfield Repair Project, COF Phase 1" | 07/16/2015 | 440 |
| C | Drawing Numbers 17188 through 17358 | 05/22/2015 | 171 |
| D | Contractor's Daily Report, Form WI 452 | Not Dated | 2 |
| E | Safety and Health Plan | TBS | TBS |
| F | Personal Identity Verification Card Issuance Procedures | 02/2015 | 5 |
| G | Sponsor Responsibilities and Vouching Policy | 12/2013 | 2 |
| H | Small Business Subcontracting Plan | TBS | TBS |

TBS = To Be Submitted

(End of clause)

## K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237310

(2) The small business size standard is $36.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (d) applies.

[ ] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $79,507, the provision with its Alternate II applies.

(D) If the acquisition value is $79,507 or more but is less than $100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[*Contracting Officer check as appropriate.*]

x_ (i) 52.204-17, Ownership or Control of Offeror.

_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

_ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification.

_ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification.

x_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

_ (vi) 52.227-6, Royalty Information.

_ (A) Basic.

_ (B) Alternate I.

_ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through *https://www.acquisition.gov.* After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| **FAR Clause No.** | **Title** | **Date** | **Change** |
|---|---|---|---|
| | | | |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

## K.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) Definitions. As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange

Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

(End of provision)

**K.3 52.236-28 PREPARATION OF PROPOSALS – CONSTRUCTION (OCT 1997)**

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms; and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including—

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

**K.4 1852-209.74 CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME TAX FILING and FEDERAL INCOME TAX VIOLATIONS (DEVIATION) APR 2015)**

(a) In accordance with section 527 of the Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L. 112-55), section 525 of the Consolidated and Further Continuing Appropriations Act of 2013 (Pub. L. 113-6), section 523 of the Consolidated Appropriations Act of 2014 (Pub. L. 113-76), and section 523 of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), none of the funds made available by these Acts may be used to enter into a contract in an amount greater than $5 Million unless the prospective contractor certifies in writing to NASA that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(b) The offeror's proposal shall include a signed written certification as follows:

To the best of my knowledge and belief, — (name of offeror) — has filed the Federal tax returns required during the three years preceding this certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Firm _____
Signature _____

Name _____
Title _____
Date of execution _____

(End of provision)

**K.5 1852.209-75 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) APRIL 2015)**

(a) In accordance with sections 543 and 544 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L. 112-55), sections 540 and 541 of the Consolidated and Further Continuing Appropriations Act of 2013 (Pub. L. 113-6), sections 536 and 537 of the Consolidated Appropriations Act of 2014 (Pub. L. 113-76), and sections 744 and 745 of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

(b) The offeror represents that –

(1) It is [ ] is not [ ] a corporation that has had any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

## K.6 1852.209-76 REPRESENTATION BY ENTITIES ON RESTRICTIONS OF WHISTLEBLOWING (DEVIATION) APRIL 2015)

(a) In accordance with sections 743 of the Consolidated and Further Continuing Appropriations Act, 2015, Pub. L. 113-235, none of the funds appropriated or otherwise made available by this Act or any other Act may be available for obligation on a contract with an entity that —

(1) Requires employees or contractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing nondisclosure of classified information.

(b) The offeror represents that —

It does [ ] does not [ ] require its contractors or its employees to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

## K.7 1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA – REPRESENTATION (DEVIATION)(FEB 2012)

(a) Definition - "China" or "Chinese-owned" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 536, restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a Chinese-owned company with funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are excepted from the prohibition as they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) Representation. By submission of its offer, the offeror represents that the

offeror is not China or a Chinese-owned company.

(End of provision)

**L.1 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

**L.2 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)**

**L.3 52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)**

**L.4 52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)**

**L.5 52.214-5 SUBMISSION OF BIDS (MAR 1997)**

**L.6 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)**

**L.7 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)**

**L.8 52.214-18 PREPARATION OF BIDS - CONSTRUCTION (APR 1984)**

**L.9 52.214-19 CONTRACT AWARD – SEALED BIDDING – CONSTRUCTION (AUG 1996)**

**L.10 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)**

**L.11 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)**

**L.12 52.228-1 BID GUARANTEE (SEP 1996)** [para (c) fill-in (The amount of the bid guarantee shall be 20% percent of the bid price or $3 million whichever is less.)]

**L.13 52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)**

**L.14 1852.214-70 CAUTION TO OFFERORS FURNISHING DESCRIPTIVE LITERATURE (DEC 1988)**

**L.15 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm fixed price type contract resulting from this solicitation.

(End of provision)

**L.16 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)**

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

| Goals for Minority Participation for Each Trade | Goals for Female Participation for Each Trade |
|---|---|
| 23.6% | 6.9% |

(e) As used in this Notice, and in any contract resulting from this solicitation, the covered area is Virginia, Accomack County, Wallops Island.

(End of provision)

**L.17 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS – SECONDARY SITE OF THE WORK (MAY 2014)**

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

**L.18 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS (MAY 2014)**

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not

requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

**L.19 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation,

that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

NASA/Goddard Space Flight Center/Wallops Flight Facility
34200 Fulton Street
Wallops Island, VA 23337
Building F-19 Shipping and Receiving Dock

Prominently mark the envelope or package as follows:

Protest: NNG15549738R
ATTN: Stephanie B. Bailey, Contracting Officer
GSFC Mail Code 210.W/Building E-105
Contracting Officer's Phone Number: 757-824-1426

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**L.20 52.236-27 SITE VISIT (CONSTRUCTION). (FEB 1995) - ALTERNATE I (FEB 1995)**

**(a)** The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for—

**Thursday, August 6, 2015 10:00 A.M. EST**

(c) Participants will meet at—

**Mill Dam Road Parking Lot, Wallops Island, Virginia**

See the "Site Visit Instructions" attached to the front of solicitation documents for the policy on registering for and attending the Site Visit.

(End of provision)

## L.21 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses:

http://www.acquisition.gov/?q=browsefar/

NASA FAR Supplement (NFS) clauses:

http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

(End of provision)

## L.22 1852.219-73 SMALL BUSINESS SUBCONTRACTING PLAN (MAY 1999)

(a) This provision is not applicable to small business concerns.

(b) The contract expected to result from this solicitation will contain FAR clause 52.219-9, "Small Business Subcontracting Plan." The apparent low bidder must submit the complete plan within fifteen (15) calendar days after request by the Contracting Officer.

(End of provision)

## L.23 1852.223-73 SAFETY AND HEALTH PLAN (NOV 2004) -- ALTERNATE I (NOV 2004)

(a) The apparent low bidder, upon request by the Contracting Officer, shall submit a detailed safety and occupational health plan (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall be submitted within the time specified by the Contracting Officer. Failure to submit an acceptable plan shall make the bidder ineligible for the award of a contract. The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

**L.24 1852.233-70 PROTEST TO NASA (OCT 2002)**

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

**L.25 1852.236-72 BIDS WITH UNIT PRICES (MAR 1989)**

(a) All extensions of the unit prices bid will be subject to verification by the Government. If there is variation between the unit price and any extended amounts, the unit price will be considered to be the bid.

(b) If a modification to a bid based on unit prices that provides for a lump-sum adjustment to the total estimated cost is submitted, the application of the lump sum adjustment to each unit price in the bid must be stated. If it is not stated, the lump-sum adjustment shall be applied on a pro rata basis to every unit price in the bid.

(End of provision)

**L.26 1852.236-74 MAGNITUDE OF REQUIREMENT (DEC 1988)**

The Government estimated price range of this project is more than $10,000,000.00.

(End of provision)

**L.27 GSFC 52.215-200 COMMUNICATIONS REGARDING THIS SOLICITATION (JAN 2014)**

Any questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Stephanie B. Bailey, Contracting Officer

Phone: 757-824-1426
(collect calls not accepted)

FAX: 757-824-1974

E-Mail: Stephanie.b.bailey@nasa.gov

*Address: NASA/Wallops Flight Facility
Wallops Island, VA 23337
Attention: Stephanie B. Bailey, *Mail Code 210.W

*(Note: Must be complete, including Mail Code, on all transmittals.)

The Government will answer relevant and appropriate questions regarding this solicitation. Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation. Questions or comments should be submitted by 1430 LT on August 12, 2015, to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the bid receipt date. Questions or comments shall not be directed to the technical activity personnel.

(End of provision)

## L.28 GSFC 52.215-205 PROPOSAL MARKING AND DELIVERY (SEP 2014)

(Offeror: You MUST comply with these instructions to ensure that the designated receiving office can identify, date and time mark, secure, and deliver your proposal to the Contracting Officer.)

1. Designated Receiving Office

The designated receiving office for bids is the Visitor's Reception Center located on the premises of the Goddard Space Flight Center, Wallops Flight Facility, Wallops Island, VA 23337, in Building N-1. Bids must be received by the date and time stated on the solicitation face page. Offerors must either deliver their bid, modifications or withdrawals by U. S. Postal Service Mail or *hand deliver (includes the use of a commercial delivery service, see 2b. below). Regardless of the delivery method chosen, the bid must be closed and sealed as if for mailing.

* NOTE: Effective immediately, receipt of hand delivered bids and the public opening of all bids, will be conducted the same day. One hour prior to the bid receipt time, between 1:30 p.m. and 2:30 p.m. Eastern on the bid due date, the Contracting Officer, or his/her representative, will be available to receive bids/offers at the GSFC/WFF Reception Building (Bldg. No. N-1) outside of the GSFC/WFF Main Gate. Hand carried bids will only be accepted/received during the period identified in the solicitation. For bids/offers to be considered, they must be accepted by a Government representative prior to the bid due date and time. Any attempt to hand deliver bids/proposals at a time other than that identified in the solicitation, is considered unacceptable and will not be allowed.

See the "Notice to All Bidders" attached to the front of the solicitation documents for the policy on the Delivery of Bids and Public Bid Openings at GSFC/Wallops Flight Facility, Wallops Island, VA. Non-U.S. citizens will not be given access to the Goddard Space Flight Center, Wallops Flight Facility, for the purpose of bid delivery.

2. External Marking of Proposal Package(s)

[PLEASE NOTE THE DELIVERY ADDRESS BELOW AND THE ADDITIONAL MARKING REQUIREMENTS IN (b) IF A COMMERCIAL DELIVERY SERVICE IS USED]

(a) The required mailing address/external marking for bids is as follows:

"NASA/Wallops Flight Facility
34200 Fulton Street
Wallops Island, VA 23337

Building F-19 — Shipping and Receiving
IFB NNG15549738R
Attn: Stephanie B. Bailey
Building E-105, Room 315

SEALED BID--DELIVER UNOPENED"

(b) If the bid is to be delivered by a commercial delivery service such as United Parcel Service, Federal Express, DHL, Purolator, the same time constraints apply as in paragraph 1 above. Delivery must be made to the Receiving Facility, Building F-19. Also place the following on the outside of the carriers envelope or package cover: (offeror must complete fill-in's appropriately)

Same information as in (a) above and--

"COMMERCIAL DELIVERY PERSONNEL: THIS PROPOSAL MUST BE DELIVERED TO THE DOCK MASTER, BUILDING F-19 SHIPPING AND RECEIVING, NO LATER THAN (OFFEROR—ENTER DATE AND TIME)."

All proposal packages must be closed and sealed.

The proposal package must include the offeror's name and return mailing address.

3. Methods of Proposal Delivery

There are three suggested methods of delivery to the designated proposal receiving office:

U.S. Postal Service Express Mail
Commercial Delivery Service
Delivery by company employee or other individual agent

It is highly encouraged for all offerors to use U.S. Postal Service Express Mail or Commercial Delivery Services.

Regardless of the method of delivery chosen, the offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the face page of the solicitation.

(End of provision)

## L.29 REQUIRED INFORMATION TO BE PROVIDED BY BIDDER

Failure to submit the following information may result in a determination by the Contracting Officer that the bid is nonresponsive.

(a) Bidders shall submit the ORIGINAL AND TWO (2) COPIES of the SIGNED SF-1442 filled in as indicated (bindings are not desired).

(b) Bidders shall submit a BID BOND, with the original bid, in the amount of twenty percent (20%) of the bid price, or $3 million, whichever is the lower amount, or an Irrevocable Letter of Credit in accordance with Clause 52.228-14, Irrevocable Letter of Credit.

(c) Bidders shall submit base bid and bid option prices individually and totally and properly completed in Exhibit 1 to the SF-1442. Bid prices shall be expressed both numerically and in words in Exhibit 1.

(d) Bidders shall acknowledge receipt of any amendments in Block 19 of SF-1442 to the solicitation and give the number and date of each.

(e) Bidders shall complete provision K.1, Annual Representations and Certifications, electronically in accordance with 52.204-8. Other section K provisions shall be completed by each bidder and submitted with the proposal.

Only the required MINIMUM amount of information is requested to provide for proper evaluation. Efforts should be made to keep bids as BRIEF as possible, concentrating on substantive information essential for a proper evaluation.

One copy of requested INFORMATION shall be submitted along with the ORIGINAL AND TWO (2) COPIES of the SIGNED SF-1442 and the ORIGINAL and TWO (2) SIGNED COPIES of the attached Exhibit 1 to the SF-1442. Bids shall include the bidder's facsimile number and e-mail address(es).

**FACSIMILE BIDS SHALL NOT BE AUTHORIZED AS A METHOD OF RESPONSE TO THIS SOLICITATION.**

(End of text)

## L.30 CONTRACTING OFFICER'S ASSESSMENT OF APPROPRIATE SUBCONTRACTING GOALS

The draft contract schedule includes FAR clause 52.219-9 Small Business Subcontracting Plan (Deviation)--Alternate I. The Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, shall be submitted with your proposal.

The Contracting Officer's assessment of appropriate subcontracting goals for this acquisition, expressed as a percent of the total contract value (basic and all options combined), is as follows:

| | |
|---|---|
| Small Businesses | 5.0% |
| Small Disadvantaged Business Concerns | 3.0% |
| Women Owned Small Business Concerns | 1.0% |
| Historically Black Colleges and Universities | 0.3% |
| HUBZone Small Business Concerns | 0.8% |
| Veteran Owned Small Business Concerns | 1.0% |
| Service-Disabled Veteran-Owned Small Business Concerns | 0.5% |

SB - Small Business, SDB - Small Disadvantaged Business, WOSB - Women-Owned Small Business, HBCU - Historically Black Colleges and Universities, HBZ - HUBZone Small Business, VO - Veteran-Owned Small Business, SDVOSB - Service-Disabled Veteran-Owned Small Business

The numbers above reflect the Contracting Officer's assessment of the appropriate subcontracting goals to be achieved at the completion of contract performance. When appropriate, you may discuss plans to phase-in small business concerns, explaining the rationale for the phase-in schedule. If it is anticipated that the proposed small business goals will not be met by the submission of the first Individual Subcontracting Report (ISR) for this effort as required by 52.219-9 Small Business Subcontracting Plan (Deviation)--Alternate I, you should discuss their approach to include timeline for meeting these goals and the rationale for it.

You are encouraged to propose goals that are equivalent to or greater than those recommended by the Contracting Officer. However, you must perform an independent assessment of the small business subcontracting opportunities and are encouraged to propose goals exceeding the recommended goals where practical.

The Small Business Subcontracting Plan submitted with your proposal shall be incorporated in as Attachment H in the resulting contract. The requirements in the Plan must flow down to first tier large business subcontracts expected to exceed $650,000 or $1,500,000 for construction of a public facility. Although these first tier large business subcontractors are encouraged to meet or exceed the stated goals, it is recognized that the subcontracting opportunities available to these subcontractors may differ from those suggested in the solicitation based upon the nature of their respective performance requirements.

Be advised that your bid will not be determined to be ineligible for the award of the contract solely because the submitted Plan does not meet the NASA recommended goals that are expressed above in terms of percent of the total contract value (basic and all options combined). Please address the rationale for any goal proposed that is less than the Contracting Officer's recommended goal in any category. In addition, describe the efforts made to establish a goal for that

category and what ongoing efforts, if any, you have planned during performance to increase participation in that category.

(End of text)

## M.1 52.214-19 CONTRACT AWARD -- SEALED BIDDING – CONSTRUCTION (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

## M.2 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

## M.3 52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not

requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

**M.4 1852.214-72 FULL QUANTITIES (DEC 1988)**

The Government will not consider an offer for quantities of items less than those

specified. If this is an invitation for bids, the Government will reject as nonresponsive a bid that is not made on full quantities.

(End of provision)

## M.5 GSFC 52.209-300 PROSPECTIVE CONTRACTOR RESPONSIBILITY (JAN 2014)

(a) The standards and procedures for determining whether prospective contractors and subcontractors are responsible are set forth in FAR Subpart 9.1. Deficiencies concerning the general standards of prospective contractor responsibility at FAR 9.104 1, and any special standards established for this procurement under FAR 9.104 2, may be serious enough to result in a determination of non-responsibility. As with all aspects of prospective contractor responsibility, a finding of non-responsibility can be made at any time prior to contract award. However, even if such deficiencies are not so serious to result in such a determination, they will nonetheless be considered in the evaluation as conducted under the evaluation factors set forth in this solicitation.

(b) The following special standards of responsibility have been established for this procurement:

None

## M.6 BID EVALUATION FACTOR

Bidders shall enter unit prices and/or extended totals in the spaces provided in the Standard Form 1442 and Exhibit 1 to the Standard Form 1442. If there is a difference between a unit price and the extended total, the unit price will be held to be the intended bid and the total recomputed accordingly. If a bidder provides a total but fails to enter a unit price, the total divided by the specified quantity will be held to be the intended unit price.

FAR Part 14 procedures, as applicable, will be used in this evaluation.

(End of text)