

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. NND15559703E	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES	
				1	34

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

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 4200559703	6. PROJECT NO. EDM-1728
7. ISSUED BY	CODE DFRC	8. ADDRESS OFFER TO	
NASA/Armstrong Flight Research Ctr. P.O. Box 273 M/S 4811-140 Edwards CA 93523-0273		NASA Armstrong Flight Research Center P.O.Box 273 M/S Bldg. 4811, Suite 140 Edwards, CA 93523-0273	
9. FOR INFORMATION CALL: 	a. NAME Alex Greenlee	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 661.276.2635	

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)

Revitalize Radar and Telemetry Tracking Infrastructure.

This procurement is a Hub-zone set-aside that will be awarded competitively.

The magnitude of this project is between \$1,000,000.00 and \$5,000,000.00.

Offers submitted via mailing services other than U.S. Postal Service must be sent to: NASA ARMSTRONG FLIGHT RESEARCH CENTER, WAREHOUSE #6, BUILDING 4876, LILLY DRIVE, EDWARDS, CA 93524.

Per FAR 52.236-27, An organized site visit has been scheduled for September 3rd, 2015.

Technical Questions must be submitted no later than September 10th, 2015.

Bid opening will be held at NASA Armstrong Flight Research Center, Building 4825, Integrated Support Facility (ISF).

11. The Contractor shall begin performance 10 calendar days and complete it within 365 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? <i>(If "YES", indicate within how many calendar days after award in Item 12b.)</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 1430 (hour) local time 09/24/2015 (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 60 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
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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 <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	
26. ADMINISTERED BY	CODE	27. PAYMENT WILL BE MADE BY	
NASA/Armstrong Flight Research Ctr. P.O. Box 273 M/S 4811-140 Edwards CA 93523-0273			

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> 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,	<input type="checkbox"/> 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.
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30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print)		
	Brian Bowman		
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA	31c. DATE
		BY	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NND15559703E

PAGE 3 OF 34

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
001	INCO TERMS 2: DESTINATION Revitalize radar & telemetry				

SOLICITATION/CONTRACT FORM

B. SUPPLIES OR SERVICES AND PRICES

1852.216-78 Firm Fixed Price. (DEC 1988)

Base Bid

Provide all materials, equipment, and labor to complete all work indicated as Base Bid in the specifications/drawings. The base bid work includes building 4982 and 4720 architectural modification, mechanical equipment upgrades, and electrical equipment upgrades.

	QTY	UNIT	TOTAL PRICE
BASE BID	1EA	LOT	\$_____

Additive 1 (Option Item 1) Bid

Provide all materials, equipment, and labor to complete all work indicated as Base Bid in the specifications/drawings. Additive 1 work includes replacement of roof at Building 4982.

	QTY	UNIT	TOTAL PRICE
ADDITIVE 1 BID	1EA	LOT	\$_____

Additive 2 (Option Item 2) Bid

Provide all materials, equipment, and labor to complete all work indicated as Base Bid in the specifications/drawings. Additive 2 work includes replacement of Building 4981 bore site building with new pre-fabricated metal building.

	QTY	UNIT	TOTAL PRICE
ADDITIVE 2 BID	1EA	LOT	\$_____

Additive 3 (Option Item 3) Bid

Provide all materials, equipment, and labor to complete all work indicated as Base Bid in the specifications/drawings. Additive 3 work includes removal and replacement of existing tank in pump house at B4720; remove and replace roof to facilitate tank replacement, see sheets A-5, P-6, and A-6.

	QTY	UNIT	TOTAL PRICE
ADDITIVE 3 BID	1EA	LOT	\$_____

Additive 4 (Option Item 4) Bid

Provide all materials, equipment, and labor to complete all work indicated as Base Bid in the specifications/drawings. Additive 4 work includes upgrading 100KVA UPS units at B4892 on-battery run-time from 35 minutes to 55 minutes (minimum).

	QTY	UNIT	TOTAL PRICE
ADDITIVE 4 BID	1EA	LOT	\$_____

Additive 5 (Option Item 5) Bid

Provide all materials, equipment, and labor to complete all work indicated as Base Bid in the specifications/drawings. Additive 5 work includes upgrading 30KVA UPS units at B4720 on-battery run-time from 36 minutes to 53 minutes (minimum).

	QTY	UNIT	TOTAL PRICE
ADDITIVE 5 BID	1EA	LOT	\$_____

Additive 6 (Option Item 6) Bid

Provide all materials, equipment, and labor to complete all work indicated as Base Bid in the specifications/drawings. Additive 6 work includes replacement of existing fluorescent lights with LED lighting in B4720 and B4982.

	QTY	UNIT	TOTAL PRICE
ADDITIVE 6 BID	1EA	LOT	\$_____

Additive 7 (Option Item 7) Bid

Provide all materials, equipment, and labor to complete all work indicated as Base Bid in the specifications/drawings. Additive 7 work includes replacement of existing pump, tank, and equipment enclosure at B4983, see sheets A-2, A-3, and P-3.

	QTY	UNIT	TOTAL PRICE
ADDITIVE 7 BID	1EA	LOT	\$_____

Additive 8 (Option Item 8) Bid

Provide all materials, equipment, and labor to complete all work indicated as Base Bid in the specifications/drawings. Additive 8 work includes replacement of existing pump, tank, and equipment enclosure at B4982, see sheets A-2, A-3, and P-3.

	QTY	UNIT	TOTAL PRICE
ADDITIVE 8 BID	1EA	LOT	\$_____

The total firm fixed price of this contract is \$ _____ *

* To be Determined at Time of Award.

(End of clause)

C. DESCRIPTION/SPECIFICATIONS

SPECIFICATION/STATEMENT OF WORK

The Contractor shall provide the item or services specified in Section B in accordance with the following:

Attachment 1 - Specifications for Revitalize Radar and Telemetry Tracking Infrastructure, 873 pages.

Attachment 2 – Drawings for Revitalize Radar and Telemetry Tracking Infrastructure, 48 pages.

(End of text)

D. PACKAGING AND MARKING

Not Required.

E. INSPECTION AND ACCEPTANCE

Clause(s) E.1 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 clause)

E.1 52.246-12 Inspection of Construction. (AUG 1996)

END OF SECTION

F. DELIVERIES OR PERFORMANCE

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 10 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 not later than 365 calendar days. 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 **\$227.00** 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)

G. CONTRACT ADMINISTRATION DATA

G.1 1852.242-70 Technical Direction. (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that -

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is-

- (1) Rescinded in its entirety; or
- (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

END OF SECTION

H. SPECIAL CONTRACT REQUIREMENTS

Clause(s) H.1 and H.2. of this Section is incorporated by reference, with the same force and effect as if it 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 clause)

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 1852.242-72 Observance of Legal Holidays. ALTERNATE I (SEPTEMBER 1989)

(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.

(c) On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative. If the Contractor's on-site personnel work during a holiday other than those in paragraph (a) of this clause, no form of holiday or other premium compensation shall be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work that would have been overtime regardless of the status of the day as a holiday.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by the Contracting Officer.

(End of clause)

H.4 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)

END OF SECTION

I. CONTRACT CLAUSES

I.1 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.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

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

(End of clause)

I.2 52.202-1 Definitions. (NOV 2013)

I.3 52.203-3 Gratuities. (APR 1984)

I.4 52.203-5 Covenant Against Contingent Fees. (MAY 2014)

I.5 52.203-7 Anti-Kickback Procedures. (MAY 2014)

I.6 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)

I.7 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)

I.8 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)

I.9 52.203-13 Contractor Code of Business Ethics and Conduct. (APR 2010)

I.10 52.203-14 Display of Hotline Posters (DEC 2007)

I.11 52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)

I.12 52.204-2 Security Requirements. (AUG 1996) - Alternate II (APR 1984)

I.13 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)

I.14 52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)

I.15 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUL 2013)

I.16 52.204-13 System for Award Management Maintenance. (JUL 2013)

I.17 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013)

I.18 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (JUL 2013)

I.19 52.209-10 – Prohibition on Contracting With Inverted Domestic Corporations. (DEC 2014)

I.20 52.210-1 Market Research. (APR 2011)

I.21 52.214-26 Audit and Records - Sealed Bidding. (OCT 2010)

I.22 52.214-27 Price Reduction for Defective Certified Cost or Pricing Data - Modifications – Sealed Bidding. (AUG 2011)

I.23 52.214-28 Subcontractor Certified Cost or Pricing Data - Modifications - Sealed Bidding. (OCT 2010)

I.24 52.214-29 Order of Precedence - Sealed Bidding. (JAN 1986)

I.25 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)

I.26 52.219-3 Notice of HUBZone Set-Aside or Sole Source Award. (NOV 2011)

I.27 52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)

I.28 52.219-8 Utilization of Small Business Concerns. (MAY 2014)

I.29 52.219-14 Limitations on Subcontracting. (NOV 2011)

I.30 52.219-28 Post-Award Small Business Program Rerepresentation. (JUL 2013)

I.31 52.222-3 Convict Labor. (JUN 2003)

I.32 52.222-4 Contract Work Hours and Safety Standards - Overtime Compensation. (MAY 2014)

I.33 52.222-6 Construction Wage Rate Requirements. (MAY 2014)

I.34 52.222-7 Withholding of Funds. (MAY 2014)

I.35 52.222-8 Payrolls and Basic Records. (MAY 2014)

I.36 52.222-9 Apprentices and Trainees. (JUL 2005)

I.37 52.222-10 Compliance with Copeland Act Requirements. (FEB 1988)

I.38 52.222-11 Subcontracts (Labor Standards). (MAY 2014)

I.39 52.222-12 Contract Termination - Debarment. (MAY 2014)

I.40 52.222-13 Compliance With Construction Wage Rate Requirements and Related Regulations.

I.41 52.222-14 Disputes Concerning Labor Standards. (FEB 1988)

I.42 52.222-15 Certification of Eligibility. (MAY 2014)

I.43 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

I.44 52.222-26 Equal Opportunity. (MAR 2007)

I.45 52.222-27 Affirmative Action Compliance Requirements for Construction. (FEB 1999)

I.46 52.222-35 Equal Opportunity for Veterans. (SEP 2010)

I.47 52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)

I.48 52.222-37 Employment Reports on Veterans. (SEP 2010)

I.49 52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)

I.50 52.222-50 Combating Trafficking in Persons. (FEB 2009)

I.51 52.222-54 Employment Eligibility Verification. (AUG 2013)

I.52 52.222-55 -- Minimum Wages Under Executive Order 13658. (DEC 2014)

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

“United States” means the 50 states and the District of Columbia.

“Worker”—

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541,

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) Executive Order Minimum Wage rate.

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the

Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)

(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition--

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to--

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to--

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) Payroll Records.

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) Disputes. Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) Antiretaliation. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

I.53 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (SEP 2013)

I.54 52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)

I.55 52.223-6 -- Drug-Free Workplace. (MAY 2001)

I.56 52.223-9 -- Estimate of Percentage of Recovered Material Content for EPA Designated Items. (MAY 2008)

I.57 52.223-17 – Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts. (MAY 2008)

I.58 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)

I.59 52.225-11 Buy American - Construction Materials under Trade Agreements. (MAY 2014) - Alternate I (MAY 2014)

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

Bahrainian, Mexican, or Omani construction material means a construction material that-

- (1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; 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 Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

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, 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)). In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, NAFTA, and the Oman FTA apply to this acquisition. Therefore, the Buy American statute restrictions are waived for designated country construction materials other than Bahrainian, Mexican, or Omani construction materials.

(2) The Contractor shall use only domestic or designated country construction material other than Bahrainian, Mexican, or Omani 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 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)(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) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

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

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

Include other applicable supporting information.

(End of clause)

I.60 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

I.61 52.227-4 Patent Indemnity--Construction Contracts. (DEC 2007)

I.62 52.228-1 Bid Guarantee. (SEP 1996)

I.63 52.228-2 Additional Bond Security. (OCT 1997)

I.64 52.228-5 Insurance - Work on a Government Installation. (JAN 1997)

I.65 52.228-11 Pledges of Assets. (JAN 2012)

I.66 52.228-12 Prospective Subcontractor Requests for Bonds. (MAY 2014)

I.67 52.228-14 Irrevocable Letter of Credit. (MAY 2014)

I.68 52.228-15 Performance and Payment Bonds - Construction. (OCT 2010)

I.69 52.229-3 Federal, State, and Local Taxes. (FEB 2013)

I.70 52.232-5 Payments Under Fixed-Price Construction Contracts. (MAY 2014)

I.71 52.232-17 Interest. (MAY 2014)

I.72 52.232-23 Assignment of Claims. (MAY 2014)

I.73 52.232-27 Prompt payment for construction contracts. (MAY 2014)

I.74 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)

I.75 52.232-39 – Unenforceability of Unauthorized Obligations.(JUN 2013)

I.76 52.232-40 – Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)

As prescribed in 32.009-2, insert the following clause:

Providing Accelerated Payments 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.77 52.233-1 Disputes. (MAY 2014) - Alternate I (DEC 1991)

I.78 52.233-3 Protest after Award. (AUG 1996)

I.79 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

I.80 52.236-1 Performance of Work by the Contractor. (APR 1984)

I.81 52.236-2 Differing Site Conditions. (APR 1984)

I.82 52.236-3 Site Investigation and Conditions Affecting the Work. (APR 1984)

I.83 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 surveys.

(b) Weather conditions are approximately as listed below but each bidder should satisfy himself before submitting his bid, as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from the National Weather Service.

The climate of the base is characterized by hot, dry summers, and cool, slightly moist winters. Mean annual precipitation is less than 125mm. Most precipitation comes as light rainfall during the winter months. Light snowfalls of a 50mm are not uncommon and heavy snow rarely occurs. Thunderstorms occasionally bring

brief but heavy rains in late summer. Temperatures between 35 and 45 degrees C are common in summer. Winter temperatures may drop well below freezing. Both winter and summer are characterized by wide fluctuations between daytime and nighttime temperatures brought on by the generally low humidity of the desert. Strong southwesterly winds are common particularly in spring and early summer. Moderate to strong easterly Santa Ana winds are common in the fall and winter. The frost-free season is quite variable, but on the average it ranges from 200 to 250 days.

(c) Transportation facilities N/A.

(d) The natural soils consist predominantly of older alluvial sediments deposited by river and stream action. About 300 mm of loose native fill covers the NASA/AFRC site, consisting of silty sand and sand, tan. Light brown to brown, slightly moist medium dense, medium grained, and containing some gravel and rootlets. The natural soils underlying the site consist of silty sands and sand to a depth of 2 meters. Decomposed granite and the top 300 mm of loose fill, all earth materials are dense and strong. Groundwater may be encountered near the Roger's Dry Lake bed.

(End of clause)

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 52.236-17 Layout of Work. (APR 1984)

I.96 52.236-21 Specifications and Drawings for Construction. (FEB 1997)

I.97 52.236-26 Preconstruction Conference. (FEB 1995)

I.98 52.242-13 Bankruptcy. (JUL 1995)

I.99 52.242-14 Suspension of Work. (APR 1984)

I.100 52.243-4 Changes. (JUN 2007)

I.101 52.243-7 Notification of Changes. (APR 1984)

The Contracting Officer shall promptly, within _____ (to be negotiated) calendar days after receipt of notice, respond to the notice in writing.

- I.102 52.244-5 -- Competition in Subcontracting. (DEC 1996)**
- I.103 52.244-6 Subcontracts for Commercial Items. (MAY 2014)**
- I.104 52.246-12 -- Inspection of Construction. (AUG 1996)**
- I.105 52.246-21 Warranty of Construction. (MAR 1994)**
- I.106 52.248-3 Value Engineering - Construction. (OCT 2010)**
- I.107 52.249-2 Termination for Convenience of the Government (Fixed-Price). (APR 2012) – Alternate I (SEP 1996)**
- I.108 52.249-10 Default (Fixed-Price Construction). (APR 1984)**
- I.109 52.253-1 Computer Generated Forms. (JAN 1991)**
- I.110 1852.203-71 Requirement to inform employees of whistleblower rights.(AUG 2014)**
- I.111 1852.209-72 Composition of the Contractor. (DEC 1988)**
- I.112 1852.215-84 Ombudsman. (NOV 2011)**
- I.113 1852.219-74 Use of Rural Area Small Businesses. (SEP 1990)**
- I.114 1852.219-75 Small Business Subcontracting Reporting. (MAY 1999)**
- I.115 1852.219-76 NASA 8 Percent Goal. (JUL 1997)**
- I.116 1852.225-71 Restriction on Funding Activity with China._**
 - (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.
- I.117 1852.237-70 Emergency Evacuation Procedures.(DEC 1988)**

(End of clause)

I.118 1852.237-73 Release of Sensitive Information. (JUN 2005)

I.119 1852.243-71 Shared Savings. (MAR 1997)

END OF SECTION

J. LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

LIST OF ATTACHMENTS

Attachment No.	No. of Pages	Title
1	873	REVITALIZE RADAR TELEMETRY TRACKING FACILITY SPECIFICATIONS
2	48	REVITALIZE RADAR TELEMETRY TRACKING FACILITY DRAWINGS
3	2	REAL ID Act Memo
4	27	General Wage Decision Number CA150031, dated 08/07/2015
5	4	Personal Identity Verification of Contractor Personnel Card Issuance Procedures (NOV 2006)
6	1	AFRC – 10735 Visit Request - U.S. Citizen

(End of Clause)

END OF SECTION

K. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

K.1 52.204-8 Annual Representations and Certifications. (MAY 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(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. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(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-

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

(Contracting Officer check as appropriate.)

(i) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(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.

(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 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 52.204-16 Commercial and Government Entity Code Reporting.(JUL 2015)

K.3 52.204-19 – Incorporation by Reference of Representations and Certifications. (DEC 2014)

K.4 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 proceeding 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 (FAPIS) 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.5 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction. (FEB 1999)

K.6 1852.225-72 Restriction on funding Activity with China – Representation.

(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)

END OF SECTION

L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

L.1 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):

<https://www.acquisition.gov/far/index.html>

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

L.2 52.204-7 System for Award Management. (JUL 2013)

L.3 52.204-18 Commercial and Government Entity Code Maintenance. (JUL 2015)

L.4 52.214-3 Amendments to Invitations for Bids. (DEC 1989)

L.5 52.214-4 False Statements in Bids. (APR 1984)

L.6 52.214-5 Submission of Bids. (MAR 1997)

L.7 52.214-6 Explanation to Prospective Bidders. (APR 1984)

L.8 52.214-7 Late Submissions, Modifications, and Withdrawals of Bids. (NOV 1999)

L.9 52.214-18 Preparation of Bids - Construction. (APR 1984)

L.10 52.214-19 -- Contract Award -- Sealed Bidding – Construction.(AUG 1996)

L.11 52.214-34 Submission of Offers in the English Language. (APR 1991)

L.12 52.214-35 Submission of Offers in U.S. Currency. (APR 1991)

L.13 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

(End of provision)

L.14 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.15 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)

L.16 52.225-12 Notice of Buy American Requirement—Construction Materials Under Trade Agreements. (May 2014) Alternate II (Jun 2009)

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “designated country construction material,” “domestic construction material,” “Bahrainian, Mexican, or Omani 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, except foreign construction material from a designated country other than Bahrain, Mexico, or Oman 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 other than Bahrainian, Mexican, or Omani 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 other than Bahrainian, Mexican, or Omani 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.17 52.232-13 Notice or Progress Payments (APR 1984)

L.18 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

Attn: Brian G. Bowman
P.O. Box 273, M/S: 4811:140
Edwards, CA 93523-0273

(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.19 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 – **September 9th, 2015 at 9:00 A.M. PT**

(c) Participants will meet at - **NASA Armstrong Flight Research Center, Building 4825, Integrated Support Facility (ISF).**

At least three (3) days prior to the site visit, please submit to the Contracting Officer, AFRC Form 10735, **Visit Request**. Please ensure that this form is filled out completely to avoid any delays in being granted access to Edwards AFB, CA.

Attachment 5- **REAL ID Act Memo** will apply.

Attachment 6- AFRC 10735 will apply.

Questions or comments regarding this solicitation must be submitted in writing, cite the solicitation number, and be directed to the following Government representative:

Name: Alex Greenlee

Email: alex.j.greenlee@nasa.gov

Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation.

Questions or comments should be submitted no later than close of business on **September 10, 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 proposal due date.

Questions or comments shall not be directed to the technical activity personnel.

(End of provision)

L.20 52.252-5 Authorized Deviations in Provisions (Apr 1984)

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

(b) The use in this solicitation of any NASA Federal Acquisition Regulation (48 CFR Chapter 18) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Provision)

L.21 1852.214-70 Caution to Offerors Furnishing Descriptive Literature. (DEC 1988)

L.22 1852.215-77 Preproposal/Pre-bid Conference. (DEC 1988)

(a) A preproposal/pre-bid conference will be held as indicated below:

Date: **September 3, 2015**

Time: **9:00 A.M. PT**

Location: **NASA Armstrong Flight Research Center, Building 4825, Integrated Support Facility (ISF).**

At least three (3) days prior to the site visit, please submit to the Contracting Officer, AFRC Form 10735, **Visit Request**. Please ensure that this form is filled out completely to avoid any delays in being granted access to Edwards AFB, CA.

Attachment 5- **REAL ID Act Memo** will apply.

Attachment 6- AFRC 10735 will apply.

(b) Attendance at the preproposal/pre-bid conference is recommended; however, attendance is neither required nor a prerequisite for proposal/bid submission and will not be considered in the evaluation.

(End of provision)

L.23 1852.223-73 Safety and Health Plan. (NOV 2004) - Alternate I (NOV 2004)

L.24 1852.228-73 Bid Bond. (OCT 1998)

L.25 1852.228-75 Minimum Insurance Coverage. (OCT 1998)

L.26 1852.233-70 Protests to NASA. (OCT 2002)

L.27 1852.236-71 Additive or Deductive Items. (MAR 1989)

L.28 1852.236-74 Magnitude of Requirement. (DEC 1988)(\$1,000,000.00 and \$5,000,000.00)

L.29 COMMUNICATIONS REGARDING THIS SOLICITATION

(a) Questions or comments regarding this solicitation must be submitted in writing, cite the solicitation number, and be directed to the following Government representative:

Name: Alex Greenlee

FAX: 661-276-2904

Email: alex.j.greenlee@nasa.gov

Address: P.O. Box 273, M/S: 4811 Room 140
Edwards, CA 93523-0273

Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation.

(b) Questions or comments should be submitted no later than close of business on August 31, 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 proposal due date.

(c) Questions or comments shall not be directed to the technical activity personnel.

(End of provision)

END OF SECTION

M. EVALUATION FACTORS FOR AWARD

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)

END OF SECTION

END OF SOLICITATION