

National Aeronautics and
Space Administration

Goddard Space Flight Center
Greenbelt, Maryland 20771



Reply to Attn of: 210.I

November 1, 2012

TO: Prospective Bidders

SUBJECT: Invitation for Bid (IFB), Solicitation No. NNG13412656E, Construction of the Flight Projects Building (FPB), NASA's Goddard Space Flight Center

This requirement is for the construction of an office building to be located at NASA's Goddard Space Flight Center in Greenbelt, Maryland. The facility to be constructed shall consist of approximately 120,000 gross square foot distributed within four stories. In addition the building will have a mechanical penthouse. The building will have a steel frame clear span structure with glass and terracotta rain screen panel walls with sun shading elements. This building will have interior demountable and fixed walls. Associated work includes spread mat foundation, new and upgraded roadways, parking, traffic signalization, perimeter site access fencing, site lighting, new and upgraded utilities, erosion and sediment control, storm water management, and landscaping. This building will be constructed to achieve a minimum of Leadership in Energy and Environmental Design (LEED) 2009 V3 silver certification. (Note: In IFBs, all provision references to "Offer" and "Offeror" mean "Bid" and "Bidder" and "Proposal" means "Bid"). This requirement is Firm Fixed Price and is issued as an Invitation for Bid (IFB). The period of performance is 18 months from issuance of the Notice to Proceed.

This is Full and Open Competition. The NAICS Code is 236220 and the small business size standard is \$33.5M.

Magnitude of Requirement: The Government estimated price range of this project is more than **\$26,000,000 but less than \$33,000,000** (Basic Requirement).

The site visit has been scheduled for **November 15, 2012, at 10:00 AM**. All participants must meet at the GSFC Visitor Center located off ICESat Road (formerly Soil Conservation Road) to obtain access badges. Once on ICESat Road, turn left into the Visitor Center prior to the security check point.

Please submit to the Contracting Officer, GSFC Form 24-53, Request for Temporary GSFC Badge for Unescorted Access for US Citizens by **November 13, 2012**. The visitor information (full name and check yes or no under Valid Alien Registration Card) must be filled out to avoid any delays in being granted access to Goddard Space Flight Center (Form 24-53, Exhibit 1 attached).

The Government has provided a listing of changes to the FPB drawings and specifications in order to assist bidders (see Exhibit 6).

The apparent low bidder, upon request by the Contracting Officer, shall submit a detailed safety and occupational health plan within 5 calendar days of being identified as the apparent low bidder at the bid opening in accordance with provision 1852.223-73 - Safety and Health Plan with Alternate I. 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.

This solicitation contains FAR clause 52.219-9, Small Business Subcontracting Plan with Alternate I” and NFS provision 1852.219-73, Small Business Subcontracting Plan.” If the apparent low bidder is a large business, a Small Business Subcontracting Plan shall be submitted within 5 calendar days upon request by the Contracting Officer.

All Bidders shall complete (SF 1442), Block 17 Continued, Pages 3-4, Price Proposal Schedule. All Bidders shall provide a price for the Basic Requirement and all three (3) Options.

All Bidders shall submit with its bid a Bid Bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government, or other security as provided in Federal Acquisition Regulation provision 52.228-1, in the amount of twenty percent (20%) of the bid price (Basic requirement), or \$3 million, whichever is the lower amount. Bid bonds shall be dated the same date as the bid or earlier.

All Bidders shall submit with its bid completed Representations, Certifications, and Other Statements of Bidders in accordance with Sections K1 through K6 of the IFB solicitation.

The IFB includes, by reference, provision 52.214-19, Contract Award – Sealed Bidding - Construction (AUG 1996), which states that the Government intends to evaluate bids 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.

All documents related to this procurement, including this cover letter, the IFB and Attachments, Exhibits, etc. should be obtained electronically from the World Wide Web through the GSFC Business Opportunities at:

<http://prod.nais.nasa.gov/cgi-bin/eps/bizops.cgi?gr=D&pin=51>

This IFB does not commit GSFC to pay any bid preparation costs, nor does it obligate GSFC to procure or contract for these services. This request shall not be construed as authorization to proceed with, or be paid for charges incurred by performing any of the work called for in this solicitation.

Please make note of Provision L.28 Bid Marking and Delivery, for required mailing delivery and hand carrying instructions. The required mailing address and external marking if you are **not** attending the bid opening is as follows:

"Goddard Space Flight Center
Greenbelt, MD 20771
Building 16W—Shipping and Receiving Dock
Solicitation Number: NNG13412656E
Attn: Kathleen Pierson/Mail Code 210.1
BID--DELIVER UNOPENED"

Bids **submitted by mail** must be received at the designated receiving office by **1:00 PM on Thursday, December 6, 2012.** All individuals planning on **hand delivering** their bids shall be at the NASA/GSFC Visitor Center located The Goddard Visitor Center located off ICESat Road (formerly Soil Conservation Road) by **2:00 PM on Thursday, December 6, 2012.**

Bids will be opened in accordance with the procedures at FAR 14.402. All individuals planning on attending the bid opening, the Bids will be opened promptly at **2:00 P.M (Eastern Standard Time) Thursday, December 6, 2012** at NASA/GSFC Visitor Center.

Late bids submitted by mail or hand carried that are not received by the times specified will not be accepted. A bid must be signed by an official authorized to bind the company and must contain a statement that the bid is firm for at least **60 days** from the date of initial submission.

Examination of bids by interested persons shall be permitted if it does not interfere unduly with the conduct of Government business. **Any material deemed confidential or proprietary by the bidder must be clearly marked and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid.**

As of this date, the procurement is in an official “black-out.” The individual listed below is the sole point of contact concerning this solicitation. For identification purposes, all communications regarding this solicitation should include the above-referenced solicitation number.

If you have any questions regarding this IFB, please e-mail the undersigned at Kathleen.M.Pierson@nasa.gov .

Sincerely,

Kathleen M. Pierson

Kathleen M. Pierson
Contracting Officer
210.I/Office for Institutional Programs

Enclosures:

- (1) IFB Solicitation NNG13412656E
- (2) Attachment 1 – Flight Projects Building Specifications
- (3) Attachment 2 – Flight Projects Building Drawings
- (4) Attachment 3 – Geotechnical Study
- (5) Attachment 4 – Construction Building Information Model (BIM)
- (6) Attachment 5 – Chilled Water Line Interconnection Drawing for Option 2
- (7) Attachment 6 – General Wage Decision MD120082
- (8) Attachment 7 – General Wage Decision MD120059
- (9) Attachment 10 – Personal Identify Verification (PIV) Card Issuance Procedures
- (10) Attachment 11 – Contractor Personnel Temporary Local Badging Procedures
- (11) Enclosure 1 – Bid Bond Standard Form 24
- (12) Enclosure 2 – Performance Bond Standard Form 25
- (13) Enclosure 3 – Payment Bond Standard Form 25A
- (14) Exhibit 1 – Request for GSFC Visitor Badge (GSFC Form 24-53)
- (15) Exhibit 2 - Maryland Department of the Environment (MDE) Permit
- (16) Exhibit 3 – MDE Storm Water Management Approval
- (17) Exhibit 4 – MDE NPDES Permit Terms and Conditions
- (18) Exhibit 5 - FPB Surveillance Plan
- (19) Exhibit 6 – FPB Design (Drawing/Specification) Changes

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. NNG13412656E	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED Nov 01, 2012	PAGE OF PAGES 1 66
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 4200412656	6. PROJECT NO. 12GXAZ
7. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Office for Institutional Programs/Mail Code 210.I Greenbelt, MD 20771	CODE 210.I	8. ADDRESS OFFER TO See L.28 BID MARKING AND DELIVERY
9. FOR INFORMATION CALL/Email: →	A. NAME Ms. Kathleen M. Pierson	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (301) 286-2996 email: kathleen.m.pierson@nasa.gov

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*):

The Contractor shall provide all personnel, materials, and equipment necessary to accomplish the following basic requirement as set forth in the Flight Projects Building Specifications (Attachment 1), the Flight Projects Building Drawings (Attachment 2), the Geotechnical Study (Attachment 3), the Construction Building Information Model (BIM) (Attachment 4) and the Chilled Water Interconnection Drawings (Attachment 5 – Option 2) incorporated in Section J.

This project includes but is not limited to the following: This requirement is for the construction of an office building to be located at NASA's Goddard Space Flight Center in Greenbelt, Maryland. The facility to be constructed shall consist of approximately 120,000 gross square foot distributed within four stories. In addition the building will have a mechanical penthouse. The building will have a steel frame clear span structure with glass and terracotta rain screen panel walls with sun shading elements. This building will have interior demountable and fixed walls. Associated work includes spread mat foundation, new and upgraded roadways, parking, traffic signalization, perimeter site access fencing, site lighting, new and upgraded utilities, erosion and sediment control, storm water management, and landscaping. This building will be constructed to achieve a minimum of Leadership in Energy and Environmental Design (LEED) 2009 V3 silver certification.

11. The Contractor shall begin performance within 30 calendar days and complete it within 18 months after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See _____.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 5
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and one (1) copies to perform the work required are due at the place specified in Item 8 by **1:00PM** if **mailed** or if **hand delivered** by **2:00PM on Thursday, December 6, 2012**. If this is a sealed bid solicitation, offers must be publicly opened at **2:00 PM on Thursday, December 6, 2012**. 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 at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government 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 →

See Price Proposal Schedule (Block 17, Continued, Pages 3 - 4)

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

19. ACKNOWLEDGMENT 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 <i>(Type or print)</i>	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	ITEM Clause G.5	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)()
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26. ADMINISTERED BY NASA/GSFC ATTN: Kathleen M. Pierson/Code 210.I Greenbelt, MD 20771	27. PAYMENT WILL BE MADE BY Clause G.5
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input checked="" type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>2</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated 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, certifications, and specifications or incorporated by reference in or attached to this	<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) Kathleen M. Pierson
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30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE
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SOLICITATION, OFFER AND AWARD (SF 1442), BLOCK 17 CONTINUED
 PRICE PROPOSAL SCHEDULE
 FOR IFB NNG13412656E
 CONSTRUCTION OF THE FLIGHT PROJECTS BUILDING

<u>Contract Line Item Number</u>	<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Total</u>
<u>Basic Requirement</u>				
0001	The Contractor shall provide the personnel, materials, and equipment necessary for the construction of the Flight Projects Building as specified in Attachment 1 – Flight Projects Building Specifications Attachment 2 – Flight Projects Building Drawings Attachment 3 – Geotechnical Study Attachment 4 – Construction Building Information Model (BIM)	1	JOB	\$ _____

<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Total</u>
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OPTION 1

0002	Provide primary disconnect switches for feeders improvements as specified in Attachment 1 – Flight Projects Building Specifications Attachment 2 – Flight Projects Building Drawings Attachment 3 – Geotechnical Study Attachment 4 – Construction Building Information Model (BIM)	1	JOB	\$ _____
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SOLICITATION, OFFER AND AWARD (SF 1442), BLOCK 17 CONTINUED
 PRICE PROPOSAL SCHEDULE
 FOR IFB NNG13412656E
 CONSTRUCTION OF THE FLIGHT PROJECTS BUILDING

<u>Contract Line Item Number</u>	<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Total</u>
<u>OPTION 2</u>				
0003	Provide chilled water Interconnection as specified in Attachment 1 – Flight Projects Building Specifications Attachment 2 – Flight Projects Building Drawings Attachment 3 – Geotechnical Study Attachment 4 – Construction Building Information Model (BIM) Attachment 5- Chilled Water Line Interconnector Drawing	1	JOB	\$ _____

OPTION 3

0004	Provide additional parking East of Building 12 as specified in Attachment 1 – Flight Projects Building Specifications Attachment 2 – Flight Projects Building Drawings Attachment 3 – Geotechnical Study Attachment 4 – Construction Building Information Model (BIM)	1	JOB	\$ _____
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NOTE: Bidder shall provide a price for Basic Requirement and all three (3) Options.

(End of SF 1442 Block 17, Continued)

SECTION B - SUPPLIES OR SERVICES AND PRICES

B. 1 SERVICES AND/OR SERVICES TO BE PROVIDED

Award shall be made to the conforming responsible bidder offering the low amount for the Basic Requirement (CLIN 0001) (To Be Determined (TBD)). **Note: Bidder shall complete Price Proposal Schedule SF 1442, Block 17, Continued, Pages 3-4**

Contract Line Item <u>Number</u>	<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Total</u>
<u>Basic Requirement</u>				
0001	The Contractor shall provide the personnel, materials, and equipment necessary for the construction of the Flight Projects Building as specified in Attachment 1 – Flight Projects Building Specifications Attachment 2 – Flight Projects Building Drawings Attachment 3 – Geotechnical Study Attachment 4 – Construction Building Information Model (BIM)	1	JOB	\$ TBD
	<u>Description</u>	<u>QTY</u>	<u>Unit</u>	<u>Total</u>
<u>OPTION 1</u>				
0002	Provide primary disconnect switches for feeders improvements as specified in Attachment 1 – Flight Projects Building Specifications Attachment 2 – Flight Projects Building Drawings Attachment 3 – Geotechnical Study Attachment 4 – Construction Building Information Model (BIM)	1	JOB	\$ TBD
<u>OPTION 2</u>				
0003	Provide chilled water Interconnection as specified in Attachment 1 – Flight Projects Building Specifications Attachment 2 – Flight Projects Building Drawings Attachment 3 – Geotechnical Study Attachment 4 – Construction Building Information Model (BIM) Attachment 5 - Chilled Water Line Interconnection Drawings	1	JOB	\$ TBD

SECTION B - SUPPLIES OR SERVICES AND PRICES

Contract
Line Item
Number

Description

QTY

Unit

Total

OPTION 3

0004	Provide additional parking East of Building 12 as specified in Attachment 1 – Flight Projects Building Specifications Attachment 2 – Flight Projects Building Drawings Attachment 3 – Geotechnical Study Attachment 4 – Construction Building Information Model (BIM)	1	JOB	\$ TBD
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(End of text)

B. 2 FIRM FIXED PRICE (1852.216-78) (DEC 1988)

The total firm fixed price of this contract is \$ _____ (To Be Bid (TBB)).

(End of clause)

B. 3 DELIVERABLE REQUIREMENTS

The Contractor shall provide all resources necessary to deliver and/or perform all items listed below in accordance with the Contract Clauses, Flight Projects Building Specifications (Attachment 1), Flight Projects Building Drawings (Attachment 2), Geotechnical Study (Attachment 3), Construction Building Information Model (BIM) (Attachment 4), and Chilled Water Line Interconnection Drawings (Attachment 5 for Option 2, if exercised).

ITEM NO	DESCRIPTION OF DELIVERABLE	REFERENCE	RECIPIENT	SCHEDULE
1	Standard Form 25 - Performance Bond or Irrevocable Letter of Credit	Clause I.64/52.228-15	Contracting Officer	5 Calendar Days After Contract Award
2	Standard Form 25A - Payment Bond or Irrevocable Letter of Credit	Clause I.64/52.228-15	Contracting Officer	5 Calendar Days After Contract Award
ITEM NO	DESCRIPTION OF DELIVERABLE	REFERENCE	RECIPIENT	SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES

3	Insurance certificates	Clause I.60/ 52.228-5	Contracting Officer	5 Calendar Days After Contract Award
4	Payroll and Basic Records	Clause I.29/52.222-8	Contracting Officer	Weekly
5	Personnel Identity Verification (PIV) Card Issuance Documentation	Clause H.9/GSFC 52.204-99	GSFC Security Division, PIV Manager & Contracting Officer's Technical Representative (COTR)	15 Calendar Days After Contract Award
6	Safety and Health Reporting	Clause H.2/1852.223-70 and H.12/GSFC 52.223-91	Contracting Officer	Monthly And As Required
7	Personnel Identity Verification (PIV) Reporting	Clause H.9/GSFC 52.204-99	Contracting Officer	Monthly
8	Submittals Register	Attachment 1- Specifications, Section 013300	COTR	15 Calendar Days After Contract Award
9	List of Proposed Subcontractors	Attachment 1- Specifications, Section 013300	COTR	15 Calendar Days After Contract Award
10	List of Proposed Products	Attachment 1 – Specifications, Section 013300	COTR	15 Calendar Days After Contract Award
11	Construction Progress Schedule	Attachment 1 – Specifications, Section 013300	COTR	15 Calendar Days After Contract Award
12	Network Analysis Schedule	Attachment 1 – Specifications, Section 013300	COTR	15 Calendar Days After Contract Award
13	Schedule of Prices	Attachment 1 – Specifications, Section 013300	COTR	15 Calendar Days After Contract Award
14	Work Plan	Attachment 1 – Specifications, Section 013300	COTR	15 Calendar Days After Contract Award
15	Quality Control Plan	Attachment 1 – Specifications, Section 013300	COTR	15 Calendar Days After Contract Award
16	Environmental Protection Plan	Attachment 1 – Specifications, Section 013300	COTR	15 Calendar Days After Contract Award

ITEM NO	DESCRIPTION OF DELIVERABLE	REFERENCE	RECIPIENT	SCHEDULE
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SECTION B - SUPPLIES OR SERVICES AND PRICES

17	Real Property Maintenance Plan	G.2/1852.245-83	CO/COTR	30 Calendar Days After Contract Award
18	Temporary Local & Visitor Badging Requests	Clause H.13	PIV Manager and COTR	5 Work Days in Advance of Physical Access Date
19	Small Business Subcontracting Plan Reporting	Clause H.11/GSFC 52.219-90 and I.102/1852.219-75	Electronic	Semi-Annual – April 30 th and October 30 th
20	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	Clause I.112/52.233-9	CO/COTR	Within 30 Calendar Days of Contract Completion
21	New Technology /Patent Reportable Items	Clauses G.3/1852.227-70, G.4/1852.227-72, and I.57/52.227-11	See G.4 1852.227-72	As Required

(End of text)

B. 4 OPTION LINE ITEM PRICING

In accordance with FAR clause 52.217-7, "Option For Increased Quantity—Separately Priced Line Item" of this contract, the Contracting Officer may exercise the following options by issuance of a unilateral contract modification. Options exercised shall be in accordance with the following:

Contract Line Item Number	Description	Qty	Unit	Total Price	Date of Option Exercise
0002	Option 1 - Provide primary disconnect switches for feeders improvements as specified in Attachment 1 – Flight Projects Building Specifications, Attachment 2 – Flight Projects Building Drawings, Attachment 3 – Geotechnical Study and Attachment 4 - BIM	1	JOB	\$	On or before 30 days after Notice to Proceed
0003	Option 2 - Provide chilled water interconnection as specified in Attachment 1 – Flight Projects Building Specifications, Attachment 2 – Flight Projects Building Drawings, Attachment 3 – Geotechnical Study, Attachment 4 – BIM and Attachment 5 – Chilled Water Line Interconnection	1	JOB	\$	On or before September 30, 2013
Contract Line Item Number	Description	Qty	Unit	Total Price	Date of Option Exercise

SECTION B - SUPPLIES OR SERVICES AND PRICES

0004	Option 3 - Provide additional parking East of Building 12 as specified in Attachment 1 – Flight Projects Building Specifications, Attachment 2 – Flight Projects Building Drawings, Attachment 3 – Geotechnical Study, and Attachment 4 – BIM	1	JOB	\$	On or before July 30, 2013
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(End of Text)

SECTION C - DESCRIPTION/SPECIFICATIONS

C.1 SPECIFICATION/STATEMENT OF WORK

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 in Section B in accordance with the Flight Projects Building Specifications, the Flight Projects Building Drawings (Attachment 2), the Geotechnical Study (Attachment 3), the Construction Building Information Model (BIM) (Attachment 4) and the Chilled Water Line Interconnection Drawings (Attachment 5 for Option 2). This requirement is for the Construction of the Flight Projects Building to be located at NASA's Goddard Space Flight Center in Greenbelt, MD. The building is an approximately 120,000 gross square foot square distributed within four stories. In addition the building has a mechanical penthouse; a steel frame clear span structure with glass; and terracotta rain screen panel walls with sun shading elements. This building also has interior demountable and fixed walls. Associated work includes spread mat foundation, new and upgraded roadways, parking, traffic signalization, perimeter site access fencing, site lighting, new and upgraded utilities, erosion and sediment control, storm water management, and landscaping. This building is designed as U.S. Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) 2009 V3 Silver Certification.

(End of text)

NNG13412656E

SECTION D - PACKAGING AND MARKING

THERE ARE NO CLAUSES IN THIS SECTION

SECTION E - INSPECTION AND ACCEPTANCE

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

E.2 ACCEPTANCE—LOCATION(S) (GSFC 52.246-93) (APR 2008)

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

<u>Authorized Item</u>	<u>Location</u>	<u>Representative</u>
All Items	NASA/Goddard Space Flight Center Greenbelt, MD 20771	Contracting Officer's Technical Representative

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 14th 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 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for two (2) years after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

E.4 CLAUSES INCORPORATED BY REFERENCE - SECTION E

Clause E.1 contain clause(s) at the beginning of this Section that 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)

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 30 (thirty) 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 18 months for CLIN 0001 (inclusive of any Bid Additives awarded and any Option Line Items exercised). The time stated for completion shall include final cleanup of the premises.

(End of clause)

F. 2 PLACE OF PERFORMANCE

The construction of the Flight Projects Building specified by this contact shall be performed at NASA/Goddard Space Flight Center, Greenbelt, MD 20771.

(End of text)

F.3 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 \$2,013.04 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.4 52.211-13 TIME EXTENSIONS (SEP 2000)

F.5 52.242-14 SUSPENSION OF WORK (APR 1984)

F.6 52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means—

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the

expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or “constructive placement” as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including “piggyback”) is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for “heavy or bulky freight.” When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall—

- (1)(i) Pack and mark the shipment to comply with contract specifications; or
 - (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

(End of clause)

F.7 CLAUSES INCORPORATED BY REFERENCE - SECTION F

Clauses F.4 and F.5 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)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 OCCUPANY MANAGEMENT REQUIREMENTS (1852.245-82) (JAN 2011)

G.2 REAL PROPERTY MANAGEMENT REQUIREMENTS (1852.245-83) (JAN 2011)

G.3 NEW TECHNOLOGY (1852.227-70) (MAY 2002)

G. 4 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (1852.227-72) (JULY 1997)

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights--Ownership by the Contractor", whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

Title	Office Code	Address (including zip code)
New Technology	504	Goddard Space Flight Center Representative Greenbelt, MD 20771
Patent	140.1	Goddard Space Flight Center Representative Greenbelt, MD 20771

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Ownership by the Contractor" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

G.5 INVOICES FOR CONSTRUCTION CONTRACTS (GSFC 52.232-90) (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 Shared Service Center (NSSC)
Financial Management Division (FMD) – Accounts Payable
Building 1111, C Road

Stennis Space Center, MS 39529
Phone No.: 1-877-677-2123
E-mail: NSSC-AccountsPayable@nasa.gov

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

(i) To the Contracting Officer (by being copied on the e-mail to the NSSC, if the invoice is submitted to the NSSC by e-mail):

NASA/Goddard Space Flight Center
Office for Institutional Programs
Attn: Kathleen M. Pierson, Mail Code 210.1
Greenbelt, MD 20771
E-mail: Kathleen.M.Pierson@nasa.gov

(ii) To the Contracting Officer's Technical Representative (by being copied on the e-mail to the NSSC, if the invoice is submitted to the NSSC by e-mail):

NASA/Goddard Space Flight Center
Facilities Management Division
E-mail: Rene.Wongpeneiro@nasa.gov

(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.6 CLAUSES INCORPORATED BY REFERENCE - SECTION G

Clauses G.1, G.2, and G.3 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)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 52.236-13 ACCIDENT PREVENTION (NOV 1991) ALTERNATE I (NOV 1991)

H.2 1852.223-70 SAFETY AND HEALTH (APR 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the

public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f) (1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

(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 Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(j) The contractor shall continually update the safety and health plan when necessary. In

particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence -

- (1) Written hazardous operating procedures for all hazardous operations; and/or
- (2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

H.3 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)

H.4 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 Goddard Space Flight Center 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.5 1852.236-75 PARTNERING FOR CONSTRUCTION CONTRACTS (AUG 1998)

H.6 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.7 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.8 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated [*Insert date of offer*] are hereby incorporated by reference in this resulting contract.

(End of text)

H.9 CONTRACTOR PERSONNEL—IDENTIFICATION, ONSITE REPORTING, AND CHECKOUT PROCEDURES (GSFC 52.204-99) (SEPT 2008)

(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 10, 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 10 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 Technical Representative (COTR) 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 (COTR or the Contracting Officer). The COTR 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 COTR 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 to 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.10 GOVERNMENT PREMISES—PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (AUG 2012)

(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 Technical 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.11 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (GSFC 52.219-90) (JUL 2006)

(Applicable if you were required to submit a Small Business Subcontracting Plan.)

a. Subcontracting Plan (Contractor)

FAR clause 52.219-9, "Small Business Subcontracting Plan" 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, 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 NASA FAR Supplement clause 1852.219-75, "Small Business Subcontracting Reporting" of this contract.

The SSRs must be submitted electronically in eSRS on a semi-annual basis no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively.

e. Subcontractor Reporting

FAR clause 52.219-9 and NASA FAR Supplement clause 1852.219-75 require 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.12 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (GSFC 52.223-91)
(FEB 2012)**

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 Goddard Space Flight Center Occupational Safety and Health Division, Code 350, Tel 301-356-3224 and to the Contracting Officer (CO). This verbal notification should be confirmed in writing via E-Mail to the CO and Jimmy.R.McLaughlin@nasa.gov and entered into IRIS 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 NASA Incident Reporting Information System (IRIS). Specify incidents (mishaps and close calls), total number of employees working on this contract, and man-hours worked/month. Access to IRIS must be requested through the NASA Access Management System (NAMS) at <https://idmax.nasa.gov>. Until access is

approved, use the [Monthly Safety & Health Report Template](http://safety1st.gsfc.nasa.gov) available at <http://safety1st.gsfc.nasa.gov> under Contractor Safety and e-mail the completed form to Hernan.Castellanos@nasa.gov.

(End of clause)

H.13 CONTRACTOR PERSONNEL TEMPORARY AND VISITOR BADGING REQUESTS

(a) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow the instructions in Attachment 11, Contractor Personnel Temporary Local Badging Procedures, for each contract employee (prime and subcontractor) who will have physical access to a NASA-controlled facility (also referred to as “onsite”) to conduct work for more than 30 days but less than 179 calendar days. For onsite access over 179 calendar days, refer to the contract clause entitled, “CONTRACTOR PERSONNEL—IDENTIFICATION, ONSITE REPORTING, AND CHECKOUT PROCEDURES (GSFC 52.204-99)”.

(b) The Contractor shall notify the GSFC Protective Services Division, Code 240, Attention: Personal Identity Verification (PIV) Manager, and the Contracting Officer’s Technical Representative (COTR) of the contractor’s designated PIV Requester within 15 calendar days after award of this contract. The Contractor shall use its designated PIV Requester to process Contractor and subcontractor employees requests for temporary local badges for those employees requiring access to the Center to conduct onsite work for less than 179 calendar days. The Contractor may contact the PIV Manager, telephone 301-286-2306, for assistance regarding the PIV system.

The Contractor shall ensure temporary local badging requests are submitted at least 5 work days in advance of the date access is required to ensure adequate time to process temporary and visitor badge requests. The Contractor shall track the status of badge requests to ensure timely processing.

(c) Unescorted Access for Up to 30 Days of U.S. Citizens and Legal Permanent Residents.

Only permanently badged (picture-badged) GSFC civil servant or contractor employees can request to sponsor the unescorted access of U.S. citizens and Legal Permanent Residents onto the GSFC. Sponsors are personally responsible for each visitor for whom unescorted access has been requested and granted. Prior to requesting the unescorted access of an individual, the sponsor must read and understand the responsibilities outlined in the [Sponsor Responsibilities and Vouching Policy](#). Depending on the circumstances surrounding a security incident/infraction involving a visitor, sponsors will be held accountable for the actions of visitors during the entire time the visitor is on the Center.

The form may be personally delivered to the GSO (Main Gate, Building 9), faxed to the GSO at 301-286-1716, or be sent through internal mail channels to the GSO (Code 240.1). Once the visitor badge request is reviewed and approved by the GSO, the ID Section will prepare the visitor badge. The ID Section will not contact the visitor's sponsor unless information on the form is missing, inaccurate or incomplete.

When the visitor arrives, he/she will be required to complete and sign a [Visitor Responsibility Form](#) indicating that he/she has read and understands his/her responsibilities while on the Center.

All visitors must bring a valid US Photo ID to present at that time.
All Legal Permanent Residents must bring their Green Card as ID.
If any name is/was not on the list, they will not be allowed to enter the center, i.e. no substitutions are allowed.

(d) Unescorted Access of Foreign Nationals (FNs).

All requests for access for FNs must be entered into the Identity Management and Account Exchange (IdMAX) system by the PIV Requester. IdMAX is NASA's integrated and authoritative Identity, Credential, and Access Management (ICAM) system that you can use to manage NASA identities and credentials, request access to a NASA facility or system, or change your personal information. IdMAX can be found at: <https://IdMAX.nasa.gov>.

(End of text)

H.14 CLAUSES INCORPORATED BY REFERENCE - SECTION H

Clauses H.1, H.3, and H.5 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)

SECTION I - CONTRACT CLAUSES

I.1 52.202-1 DEFINITIONS (JAN 2012)

I.2 52.203-3 GRATUITIES (APR 1984)

I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

I.4 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)

I.5 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

I.6 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

I.7 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)

I.8 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(b)(3) – Inspector General Hotline Posters may be obtained from NASA Office of Inspector General, Code W, Washington, D.C. 20546-0001.

I.9 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

I.10 52.204-7 CENTRAL CONTRACTOR REGISTRATION (AUG 2012)

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 (AUG 2012)

I.13 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)

I.14 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012)

I.15 52.214-26 AUDIT AND RECORDS - SEALED BIDDING (OCT 2010)

I.16 52.214-27 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING (AUG 2011)

I.17 52.214-28 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING (OCT 2010)

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I.18 52.214-29 ORDER OF PRECEDENCE - SEALED BIDDING (JAN 1986)

I.19 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 2011) (c) *Waiver of evaluation preference.*

[] Offeror elects to waive the evaluation preference

I.20 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)

I.21 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) – ALTERNATE I (OCT 2001)

I.22 52.219-16 LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999)

I.23 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)

I.24 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

I.25 52.222-3 CONVICT LABOR (JUN 2003)

I.26 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (JUL 2005)

I.27 52.222-6 DAVIS-BACON ACT (JUL 2005)

I.28 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

I.29 52.222-8 PAYROLLS AND BASIC RECORDS (JUN 2010)

I.30 52.222-9 APPRENTICES AND TRAINEES (JUL 2005)

I.31 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

I.32 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)

I.33 52.222-12 CONTRACT TERMINATION - DEBARMENT (FEB 1988)

I.34 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

I.35 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

I.36 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

I.37 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

I.38 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

I.39 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

I.40 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)

I.41 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

I.42 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)

I.43 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

I.44 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

I.45 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JUL 2012)

I. 46 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (JUL 2012) *Paragraph (d) Darlene Squibb, Phone: 301-286-6137, email: darlene.e.squibb@nasagov Agency Website for reporting the NASA Environmental Tacking Systems (NETS is <http://netsdata.grc.nasa.gov/login/login.cfm>*

I.47 52.223-4 RECOVERED MATERIAL CERTIFICATION (MAY 2008)

I.48 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)—ALTERNATE I (MAY 2011)—ALTERNATE II (MAY 2011)

I.49 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

I.50 52.223-15 ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS (DEC 2007)

I.51 52.223-17AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (May 2008)

I.52 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

I.53 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)

I.54 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

I.55 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

I.56 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (DEC 2007)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

I.57 52.227-11 PATENT RIGHTS—OWNERSHIP BY THE CONTRACT (DEC 2007) as modified by NFS 1852.227-11(j) Communications. Communications and information submissions required by this clause shall be made to the individuals identified in NFS clause 1852.227.72, Designation of New Technology Representative and Patent Representative.

I.58 52.227-17 RIGHTS IN DATA—SPECIAL WORKS (DEC 2007) as modified by NFS 1852.227-17

I.59 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

I.60 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

I.61 52.228-11 PLEDGES OF ASSETS (JAN 2012)

I.62 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)

I.63 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

I.64 52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (OCT 2010)

I.65 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

I.66 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

I.67 52.232-17 INTEREST (OCT 2010)

I.68 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

I.69 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2008)

I.70 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

I.71 52.233-1 DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)

I.72 52.233-3 PROTEST AFTER AWARD (AUG 1996)

I.73 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

I.74 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)
The Contractor shall perform on the site, and with its own organization, work equivalent to at least 15% (fifteen percent) percent of the total amount of work to be performed under the contract.

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I.75 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

I.76 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

I.77 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

I.78 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

I.79 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

I.80 52.236-8 OTHER CONTRACTS (APR 1984)

I.81 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

I.82 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

I.83 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

I.84 52.236-12 CLEANING UP (APR 1984)

I.85 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

I.86 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

I.87 52.236-17 LAYOUT OF WORK (APR 1984)

I.88 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

I.89 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

I.90 52.242-13 BANKRUPTCY (JUL 1995)

I.91 52.243-4 CHANGES (JUN 2007)

I.92 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

I.93 52.245-1 GOVERNMENT PROPERTY (APR 2012)

I.94 52.245-9 USE AND CHARGES (APR 2012)

I.95 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

I.96 52.248-3 VALUE ENGINEERING – CONSTRUCTION (OCT 2010)

I.97 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) - ALTERNATE I (SEP 1996)

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I.98 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

I.99 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.100 1852.209-72 COMPOSITION OF THE CONTRACTOR. (DEC 1988)

I.101 1852.219-74 USE OF RURAL AREA SMALL BUSINESSES (SEP 1990)

I.102 1852.219-75 SMALL BUSINESS SUBCONTRACTING REPORTING (MAY 1999)

I.103 1852.223-74 DRUG-AND ALCOHOL-FREE WORKFORCE (MAR 1996)

I.104 1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988)

I.105 1852.236-73 HURRICANE PLAN (DEC 1988)

I.106 1852.237-70 EMERGENCY EVACUATION PROCEDURES (DEC 1988)

I.107 1852.243-71 SHARED SAVINGS (MAR 1997)

I.108 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) - SECTION I

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):

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

NASA FAR Supplement (NFS) clauses:

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

(End of clause)

I.109 52.217-7 OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line items, 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(s) by written notice to the Contractor within 15 calendar days. 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.110 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)—Alternate I (JUL 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (*If none, insert "None"*) Identification No.

_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the

Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

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(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of Clause)

I.111 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 30 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the *Code of Federal Regulations*, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

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(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

I.112 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 Kathleen M. Pierson, Code 210.1, Greenbelt, MD 20771.

(End of clause)

I.113 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) *Definition.* "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as-

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

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(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of clause)

I.114 52.225-11 BUY AMERICAN ACT - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2012)

(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 section 3 of the Shipping Act of 1984 ([46 U.S.C. App. 1702](#)), 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,

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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, 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, Columbia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, 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, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, 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, Saint Eustatius, Saint Maarten, or Trinidad and Tobago).

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“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.

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(1) This clause implements the Buy American Act ([41 U.S.C. 83](#)) by providing a preference for domestic construction material. In accordance with [41 U.S.C. 1907](#), the component test of the Buy American Act 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 Act restrictions are waived for designated county 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 Act 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 Act.

(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;

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(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 Act 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 Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(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	_____	_____	_____

[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)

SECTION I - CONTRACT CLAUSES**I.115 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (AUG 2012) (DEVIATION)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

I.116 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 Regulation (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I.117 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

SECTION I - CONTRACT CLAUSES

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.118 1852.219-76 NASA 8 PERCENT GOAL (JULY 1997)**(a) Definitions.**

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

SECTION I - CONTRACT CLAUSES**I.119 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (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.120 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)

(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 1852.237-72, 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:

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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 NFS 1852.237-72, 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 1852.237-72, 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 1852.237-72, 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.

SECTION I - CONTRACT CLAUSES

(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)

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**J.1 LIST OF ATTACHMENTS**

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

<u>Attachment</u>	<u>Description</u>	<u>Date</u>	<u>Pages</u>
1	Flight Projects Building Specifications	October 12, 2012	2,084
2	Flight Projects Building Drawings	October 12, 2012	345
3	Geotechnical Study	February 14, 2012	48
4	Construction Building Information Modeling (BIM)	May 9, 2012	30
5	Chilled Water Line Interconnection Drawings (Option 2)	May 24, 2012	9
6	General Wage Decision MD120082, Modification No. 15 (Construction Type: Building)	09/21/2012	7
7	General Wage Decision MD120059, Modification No. 4 (Construction Types: Heavy (including sewer/water construction))	09/21/2012	5
8	Safety and Health Plan	To Be Submitted 5 Calendar Days After Contracting Officer request	To Be Submitted 5 Calendar days After Contracting Officer Request
9	Small Business Subcontracting Plan	To Be Submitted 5 Calendar Days After Contracting Officer request	To Be Submitted 5 Calendar days After Contracting Officer Request
10	Personal Identify Verification (PIV) Card Issuance Procedures	01/2006	4
11	Contractor Personnel Temporary Local Badging Procedures	April 5, 2012	5

(End of Text)

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2012)

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

(2) The small business size standard is \$33,500,000.

(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 clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA 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 ORCA 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.

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
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(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.

(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.

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- (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 Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).
- (xvii) [52.225-4](#), Buy American Act—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 \$77,494, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,494 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 Sanctioned Activities Relating to Iran—Representation and Certification. 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

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
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(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 Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(iv) [52.222-52](#), Exemption from Application of the Service Contract Act 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 Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA 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.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

FAR Clause	Title	Date	Change
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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 ORCA.

(End of Provision)

K.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(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:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

(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 Central Contractor Registration database via <https://www.acquisition.gov> (see [52.204-7](#)).

(End of provision)

K.3 1852.209-73 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE ASSOCIATION of COMMUNITY ORGANIZATIONS for REFORM NOW (ACORN) or a SUBSIDIARY of ACORN (DEVIATION FEB 2012)

(a) In accordance with section 534 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

(b) The offeror represents, by submission of its offer, that it is not the Association of Community Organizations for Reform Now (ACORN) or a subsidiary thereof.

(End of provision)

K.4 1852.209-74 CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME TAX FILING and FEDERAL INCOME TAX VIOLATIONS. (DEVIATION FEB 2012)

(a) In accordance with section 527 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be used to enter into a contract in an amount greater than \$5 Million unless the prospective

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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 FEB 2012)

(a) In accordance with sections 544 and 543 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55), 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

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government; or

- (2) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation 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 the agency has considered suspension or debarment of the corporation and made a determination that this 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, or had an officer or agent acting on behalf of the corporation convicted, of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K.6 1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA-- REPRESENTATION (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)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

L.1 52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)

L.2 52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)

L.3 52.214-5 SUBMISSION OF BIDS (MAR 1997)

L.4 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)

L.5 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)

L.6 52.214-18 PREPARATION OF BIDS - CONSTRUCTION (APR 1984)

L.7 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

L.8 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

L.9 1852.214-70 CAUTION TO OFFERORS FURNISHING DESCRIPTIVE LITERATURE (DECEMBER 1988)

L.10 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
28%	6.9%

(e) As used in this Notice, and in any contract resulting from this solicitation, the covered area is Maryland, Prince George’s County, Greenbelt.

L.11 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 – **10:00AM November 15, 2012**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

(c) Participants will meet at – NASA/GSFC Visitor Center located The Goddard Visitor Center is located off ICESat Road (formerly Soil Conservation Road) to obtain access badges. Once on ICESat Road, turn left into the Visitor Center prior to the security checkpoint.

Please submit to the Contracting Officer, GSFC Form 24-53, Request for Temporary GSFC Badge for Unescorted Access for US Citizens by **November 13, 2012**. The visitor information (full name and check yes or no under Valid Alien Registration Card) must be filled out to avoid any delays in being granted access to Goddard Space Flight Center (Form 24-53, Exhibit 1 attached). http://prod.nais.nasa.gov/eps/eps_data/143422-OTHER-001-004.pdf

(End of provision)

L.12 52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must--

(1) Meet the salient physical, functional, or performance characteristic specified by this solicitation;

(2) Clearly identify the item by--

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

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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 DAVIS-BACON ACT-SECONDARY SITE OF THE WORK (JUL 2005)

(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, Davis-Bacon Act, 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 52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2009)

(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 Act--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 Act 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 Act 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 Act, based on claimed unreasonable cost of domestic

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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)

L.16 52.228-1 BID GUARANTEE (SEP 1996)

(c) The amount of the bid guarantee shall be 20% percent of the bid price (Basic Requirement) or \$3 Million, whichever is less.

(End of provision)

L.17 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

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

Dock Master
Goddard Space Flight Center
Greenbelt, MD 20771
Building 16W—Shipping and Receiving Dock
Prominently mark the envelope or package as follows:

Protest: Solicitation Number NNG13412656E
Attn: Kathleen M. Pierson
GSFC Mail Code: 210.1
Contracting Officer Phone No.: 301-286-2996

Note: The Building 16W Shipping and Receiving dock is open from 7:30AM to 3:30PM, Monday through Friday, except Government holidays. Contractor personnel conduct the GSFC receiving function, which includes mailroom operations. Protests will be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contracting Officer.

(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.18 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

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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.19 1852.227-84 PATENT RIGHTS CLAUSES (DEC 1989)

This solicitation contains the patent rights clauses of FAR 52.227-11 (as modified by the NFS) and NFS 1852.227-70. If the contract resulting from this solicitation is awarded to a small business or nonprofit organization, the clause at NFS 1852.227-70 shall not apply. If the award is to other than a small business or nonprofit organization, the clause at FAR 52.227-11 shall not apply.

(End of Provision)

L.20 1852.228-73 BID BOND (OCT 1988)

(a) Each bidder shall submit with its bid a bid bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government, or other security as provided in Federal Acquisition Regulation clause 52.228-1, in the amount of twenty percent (20%) of the bid price (Basic Requirement), or \$3 million, whichever is the lower amount.

(b) Bid bonds shall be dated the same date as the bid or earlier.

(End of provision)

L.21 1852.233-70 PROTESTS 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.22 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

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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):

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

NASA FAR Supplement (NFS) clauses:

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

(End of provision)

L.23 OPTIONS

All Bidders shall provide a price for Option 1, Option 2, and Option 3.

(End of provision)

L.24 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 **5** calendar days after request by the Contracting Officer.

(End of provision)

L.25 1852.236-74 MAGNITUDE OF REQUIREMENT (DEC 1988)

The Government estimated price range of this project is more than **\$26,000,000 but less than \$33,000,000** (Basic Requirement).

(End of provision)

L. 26 BID DUE DATE

The Offeror shall submit one (1) original and one (1) copy of the bid to be received no later than **1:00 P.M. (Eastern Standard Time) on Thursday, December 6, 2012 if submitted by mail** in order to be considered. All individuals planning on **hand delivering** their bids shall be at the NASA/GSFC Visitor Center located at The Goddard Visitor Center located off ICESat Road (formerly Soil Conservation Road) no later than **2:00 PM on Thursday, December 6, 2012** in order to be considered.

Bids arriving after the above closing time and date shall not be considered. **Bids delivered by facsimile or email shall not be considered.**

(End of text)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

L. 27 BID OPENING AND RECORDING OF BIDS

Bids will be opened in accordance with the provisions at FAR 14.402. Specifically, the Bids will be opened **on Thursday, December 6, 2012 at 2:00 P.M. (Eastern Standard Time)** at the NASA/GSFC Visitor Center located at The Goddard Visitor Center which is located off ICESat Road (formerly Soil Conservation Road). Examination of bids by interested persons shall be permitted if it does not interfere unduly with the conduct of Government business. **Any material deemed confidential or proprietary by the bidder must be clearly marked and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid.**

(End of text)

L.28 BID MARKING AND DELIVERY (JAN 2010)

(Offeror: You MUST comply with these instructions to ensure that the designated receiving office can identify, date and time mark, secure, and deliver your bid to the Contracting Officer.)

1. External Marking of Bid Package(s)

All bid packages must be closed and sealed.

The bid package must include the offeror's name and return mailing address.

The required mailing address and external marking for bids is as follows:

"Goddard Space Flight Center
Greenbelt, MD 20771
Building 16W—Shipping and Receiving Dock
Solicitation Number: NNG13412656E
Attn: Kathleen M. Pierson/Mail Code 210.1
Building 18, Room 131
BID--DELIVER UNOPENED"

MAILED BIDS MUST BE RECEIVED AT THE DESIGNATED RECEIVING OFFICE BY 1:00 PM (EASTERN STANDARD TIME) ON THURSDAY DECEMBER 6, 2012. HAND DELIVERED BIDS MUST BE RECEIVED BY 2:00 PM (EASTERN STANDARD TIME) ON THURSDAY, DECEMBER 6, 2012 AT THE NASA/GSFC VISITOR CENTER LOCATED AT THE GODDARD VISITOR CENTER OFF ICESat ROAD (FORMERLY SOIL CONSERVATION ROAD).

Suggested additional marking if delivery is made by a commercial delivery service:

"COMMERCIAL DELIVERY PERSONNEL: THIS BID MUST BE DELIVERED TO THE DOCK MASTER, BUILDING 16W SHIPPING AND RECEIVING DOCK, **NO LATER THAN 1:00 PM ON DECEMBER 6, 2012.**"

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS**2. Designated Receiving Office**

The designated receiving office for bids is the Shipping and Receiving Dock, Building 16W, Goddard Space Flight Center, which must be accessed from Hubble Road off of Soil Conservation Road, north from Greenbelt Road. Bids must be received at the designated receiving office **no later than the date and time stated on the solicitation face page.**

The Building 16W Shipping and Receiving dock is open from 7:30AM to 3:30PM, Monday through Friday, except Government holidays. Contractor personnel conduct the GSFC receiving function, which includes mailroom operations. Bids must be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contracting Officer.

There is no public access to the Building 16W Shipping and Receiving Dock. GSFC passes are required for access to the receiving dock.

3. Methods of Bid Delivery

There are three suggested methods of delivery to the designated bid 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.

If bids are going to be delivered by a company employee or other individual agent that does not already have badged access to NASA/GSFC, the offeror **MUST** comply with the following instructions and allow sufficient time (potentially one hour or more) for security processing through the North Gate on Hubble Road:

- a. Vehicle must use the Truck Inspection lane (far right lane).
- b. Driver (and any passenger(s)) must be a U.S. Citizen (no exceptions).
- c. Driver shall state that they are delivering a bid and provide the specific Solicitation Number. Driver must show a copy of the solicitation cover page (or appropriate solicitation instructions or amendment), which includes the solicitation number and bid due date. The delivery date should be within 1 week of the bid due date. The solicitation number shall match the solicitation number on the properly marked bid packages (see section 1 of this provision).
- d. Driver (and any passenger(s)) must provide a valid Driver's License to the Security Officer for identification and recording purposes.

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- e. Vehicle must undergo a GSFC Security vehicle inspection.
- f. Driver will be provided with a pass authorizing them to proceed directly to the Shipping and Receiving Dock, Building 16W, ONLY.
- g. After delivering the bid, the vehicle must immediately exit GSFC back through the North Gate.
- h. If the Solicitation documentation is not provided, the bid packages are not properly marked, or the driver/vehicle does not pass security procedures, the driver may not be granted access through the North Gate and will be instructed to go the GSFC Main Gate on Greenbelt Road for security processing. If this happens, the driver should contact the Contracting Officer named in this solicitation for further assistance. Note, any delays associated with this process will not result in the Government's acceptance of a late proposal, which is why the use of the U.S. Postal Service or Commercial Delivery Services are highly encouraged.

Regardless of the method of delivery chosen, the offeror is responsible for delivery of the bid 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 COMMUNICATIONS REGARDING THIS SOLICITATION (GSFC 52.215-96)
(AUG 2000)**

Any questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Kathleen M. Pierson
Phone: 301-286-2996 (collect calls not accepted)
E-Mail: Kathleen.M.Pierson@nasa.gov
*Address: NASA/Goddard Space Flight Center
Office for Institutional Programs
ATTN: Kathleen M. Pierson/Mail Code 210.3
Greenbelt, MD 20771

*(Note: Must be complete, including Mail Code, on all transmittals.)

The Government will answer relevant and appropriate questions regarding this solicitation. Any offeror questions should be submitted as soon as possible.

(End of provision)

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)

M.2 52.217-3 EVALUATION EXCLUSIVE OF OPTIONS (APR 1984)

The Government will evaluate offers for award purposes by including only the price for the Basic Requirement (CLIN 0001); *i.e.*, options will not be included in the evaluation for award purposes.

(End of provision)

PERSONAL IDENTITY VERIFICATION (PIV) CARD ISSUANCE PROCEDURES

PIV Card Issuance Procedures in accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel. FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

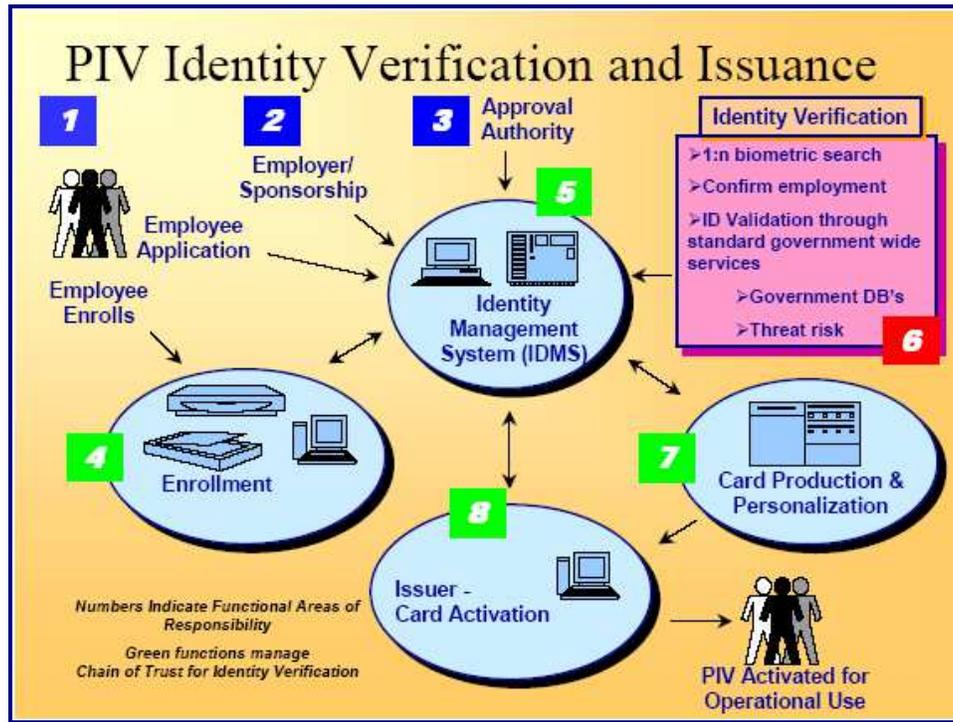


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

Step 1:

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher

degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication. .

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2:

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal¹ or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3:

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

Step 4:

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will a National Crime

¹ A non-PIV government identification badge, including the NASA Photo Identification Badge, **MAY NOT BE USED** for the original issuance of a PIV vetted credential

Information Center (NCIC) with an Interstate Identification Index check is/has been performed. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

Step 5:

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

Step 6:

Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7:

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

**ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED
AND ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY**

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
3. Upon return of the completed NAC, the process will continue from Step 5.

CONTRACTOR PERSONNEL TEMPORARY LOCAL BADGING PROCEDURES

(a) Creating a NASA identity in IdMAX Temporary Local Badge (30 – 179 days)

NOTE: In addition to requesting identities in IdMAX, individuals needing access greater than or equal to 30 days, but no more than 179 days and occupying office space on center shall follow the process below. The PIV Requester shall fill out a LISTS form GSFC 24-27 for the individual and submit it to Building 9 before the individual is enrolled.

- 1) Login to www.idmax.nasa.gov in your web browser using your Launchpad password
- 2) Click on “Identity Management”
- 3) On the next screen, click on “Create NASA Identity”
- 4) Decide whether you will gather the individuals Personally Identifiable Information (PII) or whether the individual will enter this information themselves.

- **If the individual will be entering the information themselves, you will select “YES” from the drop down menu under “Will the user enter his/her own personal information?”**
- Click “Continue”
- You will need to provide the following information:
 - Legal Name
 - Personal Email Address that the individual has access to and checks regularly
 - Phone Number in which the individual can be reached (not their GSFC phone number).
 - Assigned Center and Code
- Click “Continue”
- The individual will be given a link to provide their PII information in IdMAX. Once they have finished and submitted, you will receive an email telling you to move forward with the Identity Creation process.
- At this moment, the responsibility is on the individual and there are no further steps for the requester until the individual fills out and submits their information. Proceed to Step 11.
- **If you will be entering the individuals PII yourself, you will need to have the following information from the individual:**
 - Social Security Number
 - Date of birth

- Birth City
- Birth State
- Personal email address (preferred but not mandatory) that is regularly checked, company email will do
- Home Address
- Phone Number (non-GSFC)

5) If you are entering the individual's PII yourself, select whether the individual is a Foreign National by using the drop down menu to select "YES" or "NO".

- For US Citizens you will need to provide Social Security Number, Last Name, and Date of Birth
- For Foreign Nationals you will only need to provide Last Name and Date of Birth

6) If an identity has already been created for this individual, a screen will appear with the individual's information. To modify this individual, select the radio button and click "Modify Selected Identity". This will bring you to the individual's identity state in which it was last saved or submitted.

- If an identity appears that is not the person you are trying to create an identity for, click "New Search" to input the information again. If the information is inputted again, to dismiss error, and the identity is still wrong, please contact the badging office on 6-2626.

7) If an identity has not been created for this individual yet, you will be brought to a screen with multiple tabs to input the individual's information. You will **NOT** need to hit "Continue" after completing each tab. Only hit "Continue" after all tabs have been completed.

8) The first tab is "Identity".

- Enter the Individual's PII information here. If you selected the option to have the individual input this information themselves, this screen should already be filled out if they have submitted their information.
- All fields with an asterisk must be completed.

9) The second tab is "Citizenship".

- Input the individual's citizenship information.

- If you selected the option to have the individual input this information themselves, this screen should already be filled out if they have submitted their information.

FOR LEGAL PERMANENT RESIDENTS (LPR'S)

- For Legal Permanent Resident (Green Card) only the below information will be required and presented on the Citizenship tab:
 - Alien Registration Number
 - Green Card Expiration Date

FOR FOREIGN NATIONALS

- Even if following items are not asterisked information will still need to be provided for individuals that will physically be in the U.S.
 - Passport Number
 - Passport Expiration Date
 - Passport Country
 - Visa Number
 - Visa Begin Date
 - Visa End Date
 - Visa Type
 - Host UUPIC – found on webdir, see link on page
 - Provide clear, legible, scanned PDF copies of Passport and Visa
- Export Control: information that has been deemed export controlled, most facilities contractors will not be handling export controlled items

10) The third tab is “Residential”.

- Input the individual’s residential information.
- If you selected the option to have the individual input this information themselves, this screen should already be filled out if they have submitted their information.

11) The fourth tab is “Affiliation”. Every Identity must have an affiliation. If the individual is not currently affiliated, please see affiliation process link below to complete. The COTR or Sponsor must fill out the “Company Information Form” to affiliate new contracts, companies, renewals, or any identity not affiliated.

(onboarding.gsfc.nasa.gov/doc/processes/ob_contract_affiliation_satern_training_final.pdf)

- If the individual entered their own PII, this section will **NOT** have been filled out by them.

- *Agreement Number: Contract number that the individual will be working under*
- *Agreement End Date: Date that the contract will end*
- *Company: Actual company name or general contract associated with a specific code*
- *Affiliation Sponsor: NASA civil servant that has been designated to sponsor individuals on this particular contract*
- *Affiliation Start Date: date employee will begin a working relationship with GSFC*
- *Affiliation End Date: Date employee will end working relationship with GSFC or expiration date of Visa, whichever comes first*
 - **Local badges may only be issued for 179 Days. The “Affiliation end date” should be no longer than 179 Days from the “Affiliation start date”.**
 - “Affiliation end dates” can be no longer than the “Agreement end date”.
 - If the “Agreement end date” is sooner than **179 days** from the “Affiliation start date” then the “Affiliation end date” should be the same as the “Agreement end date”.

12) The fifth tab is “Access Level”.

Be sure the “CREDENTIAL” box is marked NONE. DO NOT select Smartcard for a LOCAL badge as this will change the process to a different level

- Select the level of physical access the individual needs
 - Level 30 Access is typically used for local badges, anything under this will not allow the individual access to buildings other than the daycare, gym, etc
 - Higher levels (40, 50) are only needed for individuals that need access to special secure areas/buildings on center
- Select the level of logical access the individual needs
 - Use the descriptions provided in IdMAX to determine level of access needed
 - If the individual will not need to use a computer, they will need Level 0 access
 - Foreign Nationals needing logical access greater than 0 need to submit an STTCP, found on the PSD website
- Assignment Risk
 - Select whether the individual has a public trust impact
 - Public trust impact:

- 13) If all tabs have been completed, click “Continue” at the bottom of the screen
- 14) You will be presented with a screen showing all of the information you have inputted. If the information is correct, click “Submit”.
- 15) You will be presented with a screen verifying submission along with information that will help you look up the individual in IdMAX to view the request in its approval process or modify the identity.
- 16) You will receive an email informing you that the identity has been created
- 17) (Security to confirm that this happens for Local badges) The individual will receive an email to their email address inputted in IdMAX informing them to set up an enrollment appointment at Building 9. When they arrive for their appointment they will need to bring I-9 documentation, the list of acceptable documents can be found at <http://www.uscis.gov/files/form/i-9.pdf>. The individual receives their badge and the process is complete.

(b) Renewing an Expiring Badge

- 1) Requesters and Sponsors will receive an email from IdMAX informing them when identities they have requested or sponsored are getting ready to expire. System notifications usually come out 1 month before identities will expire.
- 2) If the individual no longer needs access to center, you may let the identity expire. If the individual needs to have their badge renewed, you will need to login to IdMAX, click on “Identity Management”, and choose “Modify Identity”.
- 3) Use the individual’s UUPIC (found in the email you received next to the individual’s name, NOT the one next to your name) to search for the individual.
- 4) If the identity that is presented is correct, head to the “Affiliations” tab.
- 5) Select “Add Affiliation”. Enter the same information from the previous affiliation if nothing has changed and choose a new end date. Choose this affiliation as the “Primary Affiliation”.
- 6) End the previous affiliation.
- 7) Click Submit. A screen will present you with the identity’s information. If it looks correct, hit “Submit”.
- 8) You will receive an email notifying you that the individual will need to set up an appointment with the badging office.

NNG12412656E
April 5, 2012

Attachment 11

**REQUEST FOR GSFC VISITOR BADGE
UNESCORTED ACCESS FOR U.S. CITIZENS AND LPR'S
1-29 DAYS**



Refer to NM 1600-95, NASA Security Requirements

All requests must be received 48 business hours in advance. LPR's must present a valid alien registration card upon arrival.

Visitor Name and Information			Dates of Visit		Building/Room Number		After Hours Access Required	Valid Alien Registration Card (if LPR)
Last	First	MI	From	To	Building	Room	Yes/No	Yes/No
							Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
							Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
							Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
							Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>

Purpose for Visitor Access:

ACKNOWLEDGEMENT OF VISITOR RESPONSIBILITY

By signing below I certify that:

- Each cited individual is a U.S. citizen or LPR. [NOTE: This form may not be used for visits by foreign nationals. Please access <http://protectiveservicedivision.gsfc.nasa.gov> to review the process to request foreign national visits.
- The badge will be valid ONLY during the hours specified and for the stated purpose;
- I have read and understand responsibilities of both a sponsor and a visitor and that failure by me or the visitor to follow those responsibilities may result in termination of my sponsor privileges and possible disciplinary action.

Name:	Signature:	Date:
Code/Employer:	Phone Number:	
Smartcard Badge Number:	Email Address:	

FOR SECURITY OFFICE ONLY

Approved Denied

Reason Request Denied:

NNG12412656E
Surveillance Plan
Flight Projects Building Construction

This surveillance plan serves as a performance monitoring and reporting guidance tool for the Flight Projects Building Construction contract. The results of ongoing performance monitoring will be included in the annual contractor past performance evaluation.

Roles and Responsibilities

1. The construction quality assurance (QA) representatives will monitor contractor performance attributes as described below. The QA reps will report to the Facilities Management Division (FMD) Project Manager (PM) on a continuous basis. The PM will monitor the work under their assigned task orders.
2. The PM will gather and record performance information on an ongoing basis and report it to the Contracting Officer's Technical Representative (COTR). Schedule monitoring will be accomplished by comparing the contractual completion date to the Progress Schedule(s) submitted by the Contractor. Quality monitoring will be accomplished by observing the construction installation work and comparing the materials and craftsmanship to the requirements set forth in the drawings and specifications. Price evaluation will be accomplished by comparing the price line items in non-competitive proposals to established construction pricing tools (e.g. RS Means). Safety monitoring will be accomplished by tracking the number of Recordable Incidents and close calls as well as walking the job to ensure compliance with OSHA, NASA and GSFC safety requirements.
The COTR will provide continuous feedback to the Contractor in an effort to correct deficiencies as quickly as possible and to recognize excellent performance. The COTR together with the Contracting Officer (CO) will complete the performance evaluation annually in the Contractor Performance Assessment Reporting System (CPARS) within 60 days of the anniversary and at project completion. Input to the annual evaluation will consider all completed activities and may also consider any that are active but not complete.
3. The COTR will keep the CO apprised of notable performance issues as they arise, and request the CO's involvement in notifying the Contractor of subpar performance. The CO will notify the COTR annually, 30 days before the anniversary, of the need to complete the CPARS.

Performance Attributes

Performance attributes will be rated in accordance with the performance metrics of this surveillance plan.

1. Schedule Adherence – the project will include a duration and completion date. This duration will be used by the Contractor to create a project progress schedule. The Contractor's actual progress against the planned progress will be monitored on an ongoing basis and at the end of the project an adjectival rating will be established based on substantial completion and closeout duration. The Contractor's ability to deliver timely proposals will also be considered. A numerical rating will be determined at the end of the year and at the project final assessment.

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Surveillance Plan
Flight Projects Building Construction

2. Construction Quality – the project includes a drawing set which together with the specifications establishes the expected quality of work. Workmanship and conformance to the drawings and specifications will be monitored continually and a numerical rating determined annually and at the end of the project. The attribute will consider the effectiveness of the Quality Control (QC) program, the amount of rework, and resolution of punchlists. This attribute will also consider how well the Contractor follows Construction Specification Division 1 coordination processes such as Utility Outage procedures, hot work permits, NASA mission work freezes, and other. A numerical rating will be determined annually and in the project final assessment.
3. Price – The Contractor will be evaluated on non-competitive pricing reasonableness as it pertains to project modifications (aka Change Orders). A numerical rating will be determined at the end the year and in the project final assessment.
4. Safety – the Contractor will be monitored on an ongoing basis with regard to compliance with Safety requirements (OSHA, NASA, Safety Plan). Recordable incidents and lost work time will also be considered. A numerical rating will be determined at the end of each year and in the project final assessment.

Performance Metrics for Construction Services

1. Adherence to Schedule

- (5)Exceptional – project completed ahead of schedule. Proposals including those associated with Field Directives submitted timely.
- (4)Very Good – project completed on-time. All proposals submitted timely.
- (3)Satisfactory – project completed no more than 5 days late, and not adversely affecting a mission. No more than 25% of proposals submitted not more than 5 days late.
- (2)Marginal – project completed 10-20 days late, and not adversely affecting a mission. No more than 50% of Proposals submitted not more than 10 days late
- (1)Unsatisfactory – project completed more than 20 days late, or late by any number of days such that it affected mission critical operations. More than 50% of Proposals submitted more than 10 days late

2. Construction Quality

- (5)Exceptional – no notable quality issues during construction.
- (4)Very Good – only minor quality issues which were all resolved in a timely manner
- (3)Satisfactory – few quality issues, most detected by QC staff and all addressed by final inspection
- (2)Marginal – some quality problems, having an identifiable effect on contractor performance.
- (1)Unsatisfactory – many quality problems and poor CQC to the extent of having a substantial effect on contractor performance.

3. Price

- (5)Exceptional – Change price proposals are reasonable on the first submission.
- (4)Very Good – Change price proposals are settled easily.
- (3)Satisfactory – Change Price proposals are mostly reasonable.
- (2)Marginal – Some aspects of pricing are unreasonable but are usually settled.
- (1)Unsatisfactory – Change prices are frequently high and agreement is not always reached.

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Surveillance Plan
Flight Projects Building Construction

4. Safety

- (5) Exceptional – proactive safety program with no violations, mishaps, or write-ups on this project, and No Lost Work Time.
- (4) Very Good – not more than 1 minor safety infraction on this project and no Lost Work Time
- (3) Satisfactory – not more than 2 minor safety infractions on this project
- (2) Marginal – more than 2 documented safety infractions on this project
- (1) Unsatisfactory – several documented violations contributing to an unsafe project

Flight Projects Building Contractor Project Evaluation
(to be scored annually and at the completion of the project)

Project number:

Project title:

Contractor:

Schedule score: (0.0 – 5.0) _____

Justification:

Quality score: (0.0 – 5.0) _____

Justification:

Price score: (0.0 – 5.0) _____

Justification:

Safety score: (0.0 – 5.0) _____

Justification:

Project Manager:

Exhibit 6 - FPB Design (Drawings/Specification) Changes - NNG13412656E

Item No.	Discipline	Area	Description
1	Architecture	Exterior	Removed the illuminated back panel behind the blue wall at the entry.
2	Architecture	Exterior	Reduced the curtain wall extensions on the north and the south elevations along the east and the west façades. Eliminated the curtain wall extension along the floor of Level 2.
3	Architecture	Exterior	Lowered the parapet along the main roof around the entire building.
4	Architecture	Exterior	Reduced the number and length of the curtain wall fins from a maximum of 12" to a maximum of 6".
5	Architecture	Exterior	Replaced the clerestory at the north wall of the Symposium and a portion of the glass handrail at the roof terrace with metal panel.
6	Architecture	Exterior	Eliminated all of the terracotta baguettes.
7	Architecture	Exterior	Specified clear glass in lieu of low iron glass.
8	Architecture	Exterior	Replaced the granite base with a precast base.
9	Architecture	Exterior	Changed high performance spacer in insulated glazing units to a standard aluminum spacer.
10	Architecture	Interior	Removed the Level 3 to Level 4 run of the monumental stair and all of the fire rated glazing on Level 4.
11	Architecture	Interior	Removed the electric hand dryers in the restrooms.
12	Architecture	Interior	Removed the metal panel finish within the main lobby.
13	Architecture	Interior	Changed the egress stairs to a prefabricated metal pan stair system, with standard side channel stringers, and a concrete pan infill.
14	Architecture	Interior	Removed all of the upper cabinets at the eight Print/Copy Rooms.
15	Architecture	Interior	Replaced the 2 hour fire rated glazing partition at the egress stairs with 2 hour rated gypsum wall.
16	Architecture	Interior	Demountables: Specified clear glass in lieu of low iron glass. Eliminated the 8" glass fin. Replaced the butt glazing with a frame.
17	Architecture	Interior	Replaced the demountable private suites with drywall and clerestory.
18	Architecture	Interior	Removed all the clerestories in the Level 1 north wing (Code 101).

Exhibit 6 - FPB Design (Drawings/Specification) Changes - NNG13412656E

Item No.	Discipline	Area	Description
19	Architecture	Interior	Removed the acrylic panels in both elevator cabs.
20	Architecture	Interior	Reduced the Level 5 finish on gypsum to Level 4.
21	Architecture	Interior	Removed the sconces at suite entries.
22	Architecture	Interior	Revised the toilet room partitions from ceiling hung to floor supported.
23	Architecture	Interior	Removed the casework in Symposium.
24	Electrical		Replaced the LED C1 fixtures with fluorescent fixtures.
25	Electrical		Replaced the square "decorative" fixtures with a lower cost fluorescent fixture.
26	Electrical		Removed the second central telecom UPS system and included a rack mounted UPS as part of the future IT budget.
27	Telecomm		Removed most of the cable tray system. J-hooks will be used during outfitting for telecom cabling and are not part of the base building construction cost.
28	Structural		Eliminated the requirement for prime painting of the structural steel.
29	Civil		Changed the parking lot modifications east of Building 12 and south of the Flight Projects Building into Bid Option No. 3.
30	Civil		Replaced the reinforced concrete piping with PVC storm piping.
31	Civil		Revised the decorative grating at sidewalk.
32	Landscape		Reduced the overall density of landscaping on the site.
33	Landscape		Reduced the caliper size of the trees except at the main entry.
34	Landscape		Removed the gates to the dumpster enclosure.
35	Division 1		Reduced the requirement for the SSHO. The QC person may also be the SSHO.
36	Specification 01 35 40.00 20		(Environmental Management) was modified by adding paragraph 3.2 (Historical, archaeological, paleontological and cultural resources)

BID BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must not be later than bid opening date)

OMB NO.: 9000-0045
Expires: 11/30/2012

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

- INDIVIDUAL PARTNERSHIP
 JOINT VENTURE CORPORATION

STATE OF INCORPORATION

SURETY(IES) (Name and business address)

PENAL SUM OF BOND				BID IDENTIFICATION		
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION (S)	THOUSAND(S)	HUNDRED(S)	CENTS		
					FOR (Construction, supplies, or Services)	

OBLIGATION

We, the Principal and Surety (ies) are firmly bound to the United States of America (hereinafter call the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit or liability is the full amount of the penal sum.

CONDITIONS:

The principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to executes such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each surety executing this instrument agrees that its obligations is not impaired by any extension(s) of the time for acceptance of the bid that the principal may grand to the Government. Notice to the surety (ies) of extensions (s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the periods originally allowed for acceptance of the bid.

WITNESS

The principal and Surety (ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., ab attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).

4. (a) Corporation executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. where more than one corporate surety is involved, their names and address shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY (IES)." In the space designed "SURETY (IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), or each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

6. Type the name and title of each person signing this bond in the space provided.

7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "Offeror."

PAYMENT BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB No.:9000-0045
Expires: 11/30/2012

Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one)			
	<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP		<input type="checkbox"/> CORPORATION
	<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> CORPORATION		
	STATE OF INCORPORATION			
SURETY(IES) (Name(s) and business address(es))	PENAL SUM OF BOND			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
	CONTRACT DATE		CONTRACT NO.	

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. for payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	Corporate Seal
INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1.	2.	Corporate Seal	
	(Seal)	(Seal)		
NAME(S) (Typed)	1.	2.	Corporate Seal	
CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
			\$	
	SIGNATURE(S)	1.	2.	
NAME(S) & TITLE(S) (Typed)	1.	2.	Corporate Seal	

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)."

In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

PERFORMANCE BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB No.: 9000-0045
Expires: 11/30/2012

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION ("X" one) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION												
SURETY(IES) (Name(s) and business address(es))	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="4" style="text-align: center;">PENAL SUM OF BOND</th> </tr> <tr> <td style="width:25%;">MILLION(S)</td> <td style="width:25%;">THOUSANDS</td> <td style="width:25%;">HUNDRED(S)</td> <td style="width:25%;">CENTS</td> </tr> <tr> <td colspan="2">CONTRACT DATE</td> <td colspan="2">CONTRACT NO.</td> </tr> </table>	PENAL SUM OF BOND				MILLION(S)	THOUSANDS	HUNDRED(S)	CENTS	CONTRACT DATE		CONTRACT NO.	
PENAL SUM OF BOND													
MILLION(S)	THOUSANDS	HUNDRED(S)	CENTS										
CONTRACT DATE		CONTRACT NO.											

OBLIGATION

We, the Principal and Surety (ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS

The Principal has entered into the contract identified above.

THEREFORE

The above obligation is void if the Principal-

(a)(1) Performs and fulfills all the undertaking, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contracts is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1. _____ (Seal)	2. _____ (Seal)	3. _____ (Seal)	Corporate Seal
NAME(S) & TITLE(S) (Typed)	1. _____	2. _____	3. _____	

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1. _____ (Seal)	2. _____ (Seal)
NAME(S) (Typed)	1. _____	2. _____

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1. _____	2. _____		
	NAME(S) & TITLE(S) (Typed)	1. _____	2. _____		

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

BOND PREMIUM	RATE PER THOUSAND (\$)	TOTAL (\$)
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INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., and attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE

- SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
- (b) Where individual sureties are involved, a completed Affidavit of Individual Surety (standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.
4. Corporation executing the bond shall affix their corporate seals. Individual shall execute the bond opposite the word " Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
 5. Type the name and title of each person signing this bond in the space provided.