

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	PAGE 1 OF 44 PAGES
	NNS06156201R	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	Jun 05, 2006	

IMPORTANT – The “offer” section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.			
	4200156201	N/A			
7. ISSUED BY Acquisition Management Office Attn: Joseph D. Ladner, Office Code BA31 John C. Stennis Space Center Stennis Space Center, MS 39529-6000	CODE 0616	8. ADDRESS OFFER TO (If other than Item 7) Acquisition Management Office Attn: Joseph D. Ladner, Office Code BA31 John C. Stennis Space Center Stennis Space Center, MS 39529-6000 (If hand carried, deliver to the South Reception Center)			
9. FOR INFORMATION CALL: 	A. NAME Joseph D. Ladner	B. TELEPHONE NO. (NO COLLECT CALLS)	C. EMAIL ADDRESS		
		AREA CODE 228	NUMBER 688-3534	EXT. 	Joseph.D.Ladner@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):

Contractor shall provide all labor, equipment, tools, and material to Repair 13.8KV Unit Substations in the Test Complex on Stennis Space Center, Mississippi, in accordance with the specifications and drawings identified in Section J.

The NAICS code for this project is 238210 and the size standard is \$13.0 million.

Email or Faxed offers are not authorized

Contractor **MUST** Enter their Tax ID number, cage code and DUNS number in block 14, page 2 of the SF 1442

Contractors **MUST** provide representations and certifications electronically via the Business Partner Network (BPN) website: <http://orca.bpn.gov>. Contractors **MUST** update the representations and certifications as necessary, but at least annually to ensure they are kept current, accurate and complete.

Sections K, L and M will not become a part of the resulting contract.

Offerors are reminded that they **MUST** be registered in the CCR and VETS100 systems before they can receive a Federal contract (See paragraphs L11 and L12).

THIS PROCUREMENT IS UNRESTRICTED AND SUBJECT TO THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM

11. The Contractor shall begin performance within **10** calendar days and complete it within **365** calendar days after receiving award, the notice to proceed. This performance period is mandatory, negotiable. (See Section C.)

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 (REFERENCE Contract Clause I.6, FAR 52.228-15)	12B. CALENDAR DAYS 15
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- Sealed offers in original and **(3)** copies to perform the work required are due at the place specified in Item 8 by 3:00 p.m. (hour) local time **July 06, 2006**. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror’s name and address, the solicitation number, and the date and time offers are due.
- An offer guarantee is is not required. (REFERENCE Paragraph L.9, NASA FAR SUP 1852.228-73)
- 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.
- 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) TIN# _____ CAGE CODE: _____ DUNS#: _____ CODE: _____ FACILITY CODE _____	15. TELEPHONE NO. (Include area code) <p align="right">FAX:</p> 16. REMITTANCE ADDRESS (Include only if different than Item 14)
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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

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 27	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 234(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
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26. ADMINISTERED BY SAME AS BLOCK 7	27. PAYMENT WILL BE MADE BY NASA /Financial Management Division Code BA22 Ref: NNS06 _____ John C. Stennis Space Center Stennis Space Center, MS 39529-6000 **Include TIN with ALL progress payment requests**
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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 3 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 contract.	<input type="checkbox"/> 28. 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 you 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)
30B. SIGNATURE	31B. UNITED STATES OF AMERICA
30C. DATE	31C. AWARD DATE
	BY _____

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 BID SCHEDULE

This Bid Schedule shall be completed by the offeror and made part of the offer under Block 17 of the Standard Form 1442. The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the specifications and drawings of this contract:

Base Bid Item 0001

Provide all labor, equipment, tools and material to Repair 13.8KV Unit Substations in the Test Complex on Stennis Space Center, Mississippi, in accordance with the specifications and drawings identified in Section J.

\$ _____

Potential monetary award for safety conscious performance. See paragraph H6 on page 12. (2% of the base bid) **Not to exceed \$25,000.00**

\$ _____

B.2 Firm Fixed Price (1852.216-78) (DEC 1988)

The total firm fixed price of this contract is

\$ _____

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

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

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **365 calendar days** after receipt of the Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

C.2 Contractor shall comply with the specifications and drawings listed in Section J. The principle place of performance under this contract is at the John C. Stennis Space Center, Mississippi.

[END OF SECTION]

SECTION D - PACKAGING AND MARKING (NOT USED)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.246-12	AUG 1996	INSPECTION OF CONSTRUCTION

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

NONE INCLUDED BY REFERENCE

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.242-14	APR 1984	SUSPENSION OF WORK
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

NONE INCLUDED BY REFERENCE

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

a. Following award, this contract will be administered by the Acquisition Management Office. The address, telephone number, and fax number of the Contracting Officer are:

National Aeronautics Space Administration
Acquisition Management Office
John C. Stennis Space Center
Stennis Space Center, MS 39529-6000

Phone: (228) 688-1045
Fax: (228) 688-1141
E-mail: James.D.Huk@nasa.gov

b. The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract, the authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

c. Contractual problems, of any nature, which might occur during the life of the contract must be handled in accordance with very specific public laws and regulations (e.g. Federal Acquisition Regulation), and must be referred to the Contracting Officer for resolution. Only the Contracting Officer is authorized to formally resolve such problems. Therefore, the Contractor is directed to submit all such contractual problems to the immediate attention of the Contracting Officer.

d. Any request for contract changes/modifications shall be submitted to the Contracting Officer.

e. All correspondence concerning this contract, such as requests for information, explanation of terms, and contract interpretations, shall be submitted to the Contracting Officer.

G.2 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993)

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

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

- (1) Constitutes an assignment of additional work outside the statement of work;
 - (2) Constitutes a change as defined in the changes clause;
 - (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
 - (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the COTR.
- (d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority.

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

- (1) Rescinded in its entirety; or
 - (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- (e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- (f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

G.3 PROGRESS PAYMENTS

In compliance with FAR Clause 52.232-5, Payments Under Fixed-Price Construction Contracts, the Contractor shall submit a breakdown using the items, major parts, and components that were approved by the Contracting Officer's Technical Representative (COTR) for the approved schedule of construction (e.g. Bar Chart). The Government shall make progress payments

monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. **The Contracting Officer MAY authorize material payments for materials that are delivered on site only.**

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORT LICENSES Insert in Paragraph (b): <u>John C. Stennis Space Center</u>

(End of clause)

H.2 MINIMUM INSURANCE COVERAGE (NASA 1852.228-75) (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

H.3 OBSERVANCE OF LEGAL HOLIDAYS (NFS 1852.242-72) (AUG 1992)

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

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

H.4 MISSISSIPPI CONSTRUCTION CONTRACT TAX

Here is a brief summary of sales and use tax information for construction contractors. The Mississippi Sales Tax Law levies a three and one-half percent (3 1/2%) contractor's tax on all nonresidential construction activities wherein the total contract price or compensation received exceeds Ten Thousand Dollars (\$10,000.00).

Prior to commencement of work on such activities, the prime contractor(s) are required to apply for a Material Purchase Certificate (MPC) to identify the contract. For those nonresidential contracts exceeding Seventy Five Thousand Dollars (\$75,000.00), the contractor's tax, together with any use tax due, must be paid before work is begun unless a surety bond to guarantee payment of the taxes due is filed with the State Tax Commission. All contractors without a physical location in Mississippi are required to prepay or bond their contracts over \$10,000. Contractors with a physical location in Mississippi are required to bond or prepay their projects that are over \$75,000.

The three and one-half percent (3 1/2%) contractor's tax is levied directly against the prime contractor and is due on all non-residential, commercial contracts as described above regardless of whether or not the owner is a governmental, exempt or non-profit entity. For example, a construction contract for the U.S. Government, the State of Mississippi, a nonprofit hospital, or a church is subject to the tax.

The three and one-half percent (3 1/2%) contractor's tax is levied upon the total contract amount or total compensation received. Additional information regarding the Mississippi Sales Tax Law is available through the Sales Tax Division in Jackson and all State Tax Commission District Offices:

Contact: Mississippi State Tax Commission
1577 Springridge Road
Raymond, MS
(601) 923-7000

H.5 NOTICE OF BUY AMERICAN ACT REQUIREMENT—CONSTRUCTION MATERIALS (FAR 52.225-10) (MAY 2002)

(a) Definitions. “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” (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American 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 the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American 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 construction material, by adding

to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

H.6 MONETARY AWARD FOR SAFETY CONSCIOUS PERFORMANCE:

Pursuant to NFS 1852.223-70, Safety and Health; (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: the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), and 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.

In order to encourage contractors to share NASA's commitment to safety, preclude the need for unnecessary OSHA investigations, and avoid the expense associated with conducting mishap and close call investigations, a monetary award for demonstrated safety-conscious performance is being provided under this contract. The total amount being made available is .02 (or two percent) of the base bid amount, not to exceed \$25,000. The computed amount is shown as a

separate line item on the bid schedule. Deductions to the total award amount will be made as described below for each safety violation by the prime contractor or a subcontractor. The remaining balance will be paid with the final contract payment. The total amount will be earned upon completion of work with no documented accidents, incidents, or other serious safety violations as listed below. Note that certain safety violations that result in imminent danger to personnel or have a high potential for serious injury or loss of life may result in a 50% reduction of the award amount. The entire amount will be forfeited if the contractor fails to report any close calls, incidents or accidents as required by this contract.

The government's intent in making this safety performance award available is not to provide a slight increase in the contractor's profit margin, but rather to reward safety conscious performance by individual employees. Contractors are therefore strongly encouraged to share the award at the end of the contract as a means of motivating prime and subcontractor employees to continually exercise the best safety practices available to them.

Safety violations by the prime or subcontractor listed in the following table shall result in unilateral deductions from the safety incentive bonus pool in the amounts shown.

Deductive amounts are not negotiable

<u>Hazard/Violation</u>	<u>Regulatory Reference</u>	<u>First Violation*</u>	<u>Repeat Violation*</u>
Personal Protective Equipment	29 CFR 1926.95	\$250	\$500
Miscellaneous safety violations (i.e. barricades, cleanliness of work site, other 29 CFR 1926 violations)	29 CFR 1926	\$250	\$500
Electrical/Equipment	29 CFR 1926 Subpart K	\$250	\$500
Traffic Safety	MUTCD	\$500	\$100 0
Traffic Safety (Potential Loss of Life)	MUTCD	50%	100%
Lockout/ Tagout	29 CFR 1926 Subpart K (1926.417) 29 CFR 1910 Subpart J (1910.147)	25%	50%
Lockout/ Tagout (Potential Loss of Life)	“ “	50%	100%
Scaffolding	29 CFR 1926 Subpart L (1926.450)	\$500	\$1,00 0
Scaffolding (Potential Loss of Life)	“ “	50%	100%
Fall Protection	29 CFR 1926 Subpart M (1926.500)	\$500	\$1,00 0
Fall Protection (Potential Loss of Life)	“ “	50%	100%
Excavation	29 CFR 1926 Subpart P (1926.650)	\$500	\$1,00 0
Excavation (Potential Loss of Life)	“ “	50%	100%

Note – Percentages will be applied against incentive balance at the time of the safety violation. The NASA Safety Office representative will make the final determination regarding type and severity of any documented safety violation. Each time a violation is documented, the contractor will be notified in writing by the contracting officer. Adjustments to the Safety Incentive Bonus will be executed unilaterally by the Contracting Officer based upon this determination, with concurrence from the Contracting Officer’s Technical Representative.

Any adjustment made to the available safety incentive bonus as outlined above will not limit the Government’s right to pursue other remedies available under this contract.

H.7 DISPOSITION OF RESIDUAL MATERIAL: The removal of residual material is the responsibility of the Contractor and the practice of permitting SSC employees the opportunity to take this material home is prohibited.

[END OF SECTION]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	OCT 2003	CENTRAL CONTRACTOR
52.204-9	JAN 2006	REGISTRATION PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.209-6	JAN 2005	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS – NEGOTIATION

52.219-4	JUL 2005	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERN
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-8	JUL 2005	SMALL BUSINESS CONTRACTING PLAN ALTERNATE II (OCT 2001)
52.219-16	JAN 1999	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
52.219-23	SEP 2005	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS Paragraph (b)(1): <u>(Ten percent 10%)</u>
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -OVERTIME COMPENSATION
52.222-6	JUL 2005	DAVIS-BACON ACT
52.222-7	FEB 1988	WITHHOLDING OF FUNDS
52.222-8	FEB 1988	PAYROLLS AND BASIC RECORDS
52.222-9	JUL 2005	APPRENTICES AND TRAINEES
52.222-10	FEB 1988	COMPLIANCE WITH COPELAND ACT REQUIREMENTS
52.222-11	JUL 2005	SUBCONTRACTS (LABOR STANDARDS)
52.222-12	FEB 1988	CONTRACT TERMINATION-- DEBARMENT
52.222-13	FEB 1988	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS
52.222-14	FEB 1988	DISPUTES CONCERNING LABOR STANDARDS
52.222-15	FEB 1988	CERTIFICATION OF ELIGIBILITY
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-27	FEB 1999	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS

52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-39	DEC 2004	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.228-2	OCT 1997	ADDITIONAL BOND SECURITY
52.228-5	JAN 1997	INSURANCE--WORK ON A GOVERNMENT INSTALLATION
52.228-11	FEB 1992	PLEDGES OF ASSETS
52.228-12	OCT 1995	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS
52.228-14	DEC 1999	IRREVOCABLE LETTER OF CREDIT
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-27	SEP 2005	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.236-2	APR 1984	DIFFERING SITE CONDITIONS
52.236-3	APR 1984	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK
52.236-5	APR 1984	MATERIAL AND WORKMANSHIP

52.236-6	APR 1984	SUPERINTENDENCE BY THE CONTRACTOR
52.236-7	NOV 1991	PERMITS AND RESPONSIBILITIES
52.236-8	APR 1984	OTHER CONTRACTS
52.236-9	APR 1984	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS
52.236-10	APR 1984	OPERATIONS AND STORAGE AREAS
52.236-11	APR 1984	USE AND POSSESSION PRIOR TO COMPLETION
52.236-12	APR 1984	CLEANING UP
52.236-14	APR 2984	AVAILABILITY AND USE OF UTILITY SERVICES [Electricity and Water Supplies are Available. The Contractor may have to provide a Transformer. SSC power is 13.8 KVA.]
52.236-15	APR 1984	SCHEDULES FOR CONSTRUCTION CONTRACTS
52.236-17	APR 1984	LAYOUT OF WORK
52.236-21	FEB 1997	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION
52.236-26	FEB 1995	PRECONSTRUCTION CONFERENCE
52.242-13	JUL 1995	BANKRUPTCY
52.243-4	AUG 1987	CHANGES
52.244-6	FEB 2006	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-2	MAY 2004	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)
52.246-21	MAR 1994	WARRANTY OF CONSTRUCTION
52.248-3	FEB 2000	VALUE ENGINEERING-- CONSTRUCTION
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (ALTERNATE 1)
52.249-10	APR 1984	DEFAULT (FIXED-PRICE CONSTRUCTION)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.209-72	DEC 1988	COMPOSITION OF THE CONTRACTOR
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-75	MAY 1999	SMALL BUSINESS SUBCONTRACTIN REPORTING
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.236-73	DEC 1988	HURRICANE PLAN
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.237-73	JUN 2005	RELEASE OF SENSITIVE INFORMATION
1852.243-71	MAR 1997	SHARED SAVINGS
1852.245-71	NOV 2004	INSTALLATION-- ACCOUNTABLE GOVERNMENT PROPERTY

(End of clause)

I.2 Estimate of Percentage of Recovered Material Content For EPA Designated Products (FAR 52.223-9) (Aug 2000)

(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 used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) **Submit this estimate to: Acquisition Management Office, ATTN: Contracting Officer, John C. Stennis Space Center, Stennis Space Center, MS 39529, and 1 copy to: Environmental Office, ATTN: Environmental Officer, John C. Stennis Space Center, Stennis Space Center, MS 39529.**

I.3 BUY AMERICAN ACT--CONSTRUCTION MATERIALS (FAR 52.225-9)
(JAN 2005)

(a) Definitions. As used in this clause—

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

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

“Cost of components” means--

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

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

“Domestic construction material” means--

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

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

“Foreign construction material” means a construction material other than a domestic construction material.

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

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and

(b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: **NONE** [Contracting Officer to list applicable excepted materials or indicate ``none"]

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American 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.

(a) 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)(3) of this clause shall include adequate information for Government evaluation of the request, including—

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American 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)(3)(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)

I.4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS
(FAR 52.227-4) (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

(End of clause)

I.5 BID GUARANTEE (FAR 52.228-1) (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of provision)

I.6 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (FAR 52.228-15)
(SEP 2005)

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

"Original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
401 14th Street, NW, 2nd Floor, West Wing
Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

I.7 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS
(FAR 52.232-5) (SEP 2002)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if --

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that --

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall --

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until --

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as --

- (1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
- (2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after --

- (1) Completion and acceptance of all work;
- (2) Presentation of a properly executed voucher; and
- (3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be --

- (1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and
- (2) Deducted from the next available payment to the Contractor.

(End of clause)

I.8 PERFORMANCE OF WORK BY THE CONTRACTOR (FAR 52.236-1)
(APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **25 percent** of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

I.9 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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

FAR clauses: <http://acquisition.gov/comp/far/index.html>

NASA FAR Supplement clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of clause)

I.10 OMBUDSMAN (NFS 1852.215-84) (OCT 2003)

(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, Stennis Space Center- Mr. David Carstens (228) 688-1311. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. 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)

[END OF SECTION]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

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

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>PAGES</u>
A	Specification 12B00-GS58	MAY 2006	69
B	Contract Drawings V1 and E1-E8	05/23/2066	9
C	U.S. Dept. of Labor, Davis Bacon General Wage Determinations – Heavy, No. MS030020 Mod #0	06/13/2003	4
D	Past Performance Form		1
E	Past Performance Evaluation Form		1

[END OF SECTION]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) JAN 2006

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is 238210.

(2) The small business size standard is \$13.0 Million.

(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 (c) 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 (b) 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 (c) **applies**.

(ii) Paragraph (c) **does not apply** and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

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

END OF PROVISION

[END OF SECTION]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE

NOTICE: The following contract provisions pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.211-14	SEP 1990	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (“DO” rated order)
52.214-34	APR 1991	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION
52.225-10	MAY 2002	NOTICE OF BUY AMERICAN ACT REQUIREMENT – CONSTRUCTION MATERIALS
52.232-38	MAY 1999	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER
52.236-28	OCT 1997	PREPARATION OF PROPOSALS - CONSTRUCTION

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.233-70	OCT 2002	PROTESTS TO NASA

(End of provision)

L.2 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

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

(End of Provision)

L.3 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FAR 52.222-23) (FEB 1999)

(a) The offeror’s attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(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
19.2%	6.9%

These goals are applicable to all the Contractor’s construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor’s compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on

- (1) its implementation of the Equal Opportunity clause,
- (2) specific affirmative action obligations required by the clause entitled “Affirmative Action Compliance Requirements for Construction,” and
- (3) its efforts to meet the goals.

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor’s goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Hancock County, Mississippi.

(End of Provision)

L.4 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(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 General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

James D. Huk, II
NASA John C. Stennis Space Center
Mail Code BA31
Stennis Space Center, MS 39529-6000

(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.5 SITE VISIT (CONSTRUCTION) (FAR 52.236-27) (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: **Jun 20, 2006 at 9:00 a.m**

(c) Participants will meet at: **The South Reception Center at the main entrance to Stennis Space Center, 30 minutes before the scheduled time.**

(d) All interested offerors are urged and expected to inspect the site where construction services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(e) The site will not be open for inspection at any other time unless authorized by amendment to this solicitation. All offerors are required to have a valid state driver's license in order to sign-in at the NASA John C. Stennis Space Center Main Gate.

All offerors are required to bring the following safety equipment with them in order to view the construction site:

- Hard Hat
- Steel Toed Shoes
- Safety Glasses
- Hearing Protection

Due to "National Security", company representation shall be limited to a maximum of two people. Also, a valid driver license with picture identification will be required before access to the Center will be allowed.

(End of provision)

L.6 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Provisions: <http://acquisition.gov/comp/far/index.html>

NASA FAR Supplement provisions: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of provision)

L.7 SAFETY AND HEALTH PLAN (NASA 1852.223-73) (NOV 2004)

(a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

- (1) The work will be conducted completely or partly on premises owned or controlled by the government.
- (2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
- (3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
- (4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.
(End of provision)

L.8 SAFETY AND HEALTH PROGRAM

Accompanying the safety and health plan under separate cover, the contractor **MUST** also provide (2) copies of the following information. **PLEASE DO NOT** include this information in the submitted general safety and health plan:

1. Independently documented evidence of your firm's designated OSHA Total Recordable Incident Rate (TRIR) with NAICS code. You must provide your current Recordable Incident Rate (RIR) and the previous three year's (TRIRs). The following web site is available to help you compute this rate: <http://www.bls.gov/iif/osheval.htm>. These rates will be compared to the most recent industry averages of like NAICS codes found on the same web page.
2. Independently documented evidence of your firm's OSHA DART rate (Days away from work, days of restricted work activity or job transfer) with NAICS code. You must provide your current DART rate and the previous three year's DART rates. The following web site is available to help you compute this rate: <http://www.bls.gov/iif/osheval.htm>. These rates will be compared to the most recent industry averages of like NAICS codes found on the same web page.
3. Independently documented evidence of your firm's designated Safety Experience Modifier Rate (EMR) used to calculate Workmen's Compensation Insurance. You must provide your current EMR rating and the previous two year's EMR ratings. This rate will be compared to the industry average rate of 1.0.
4. Information on all OSHA citations issued to the firm over the past three years.
5. Information on all previous OSHA reportable mishaps (OSHA Forms 200 & 300) that have occurred in the past three years.

6. Please provide your establishments employee size.

L.9 BID BOND (NASA 1852.228-73) (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, 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.10 MAGNITUDE OF REQUIREMENT (NASA 1852.236-74) (DEC 1988)

The Government estimated price range of this project is between \$5,000,000 and \$10,000,000.

L.11 Offerors **must be** registered in the Central Contractor Registration database. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

L.12 VETS-100 REPORTING REQUIREMENT: Any contractor who receives a contract from the Federal Government in the amount of \$100,000 or more, or any subcontractor who receives a contract(s) from such a covered contractor in the amount of \$100,000 or more, **must file** a VETS-100 Report on an annual basis. If your company is part of the VETS-100 database, you will receive a report form and instructions for filing the form in July. If you do not receive the form or have misplaced it, or are a new Federal contractor, please email the Dept of Labor at "mailto:helpdesk@vets100.com" or call (703) 461-2460. When requesting forms, please provide the parent company name, address, contact person, telephone number and e-mail address (if available).

Failure to submit a VETS-100 Report can lead to two types of sanctions for noncompliant Federal contractors or subcontractors. First, information on noncompliance that comes to the attention of the Department of Labor will be provided to the Office of Federal Contract Compliance Programs (OFCCP). OFCCP is the Federal agency within the Department of Labor that is responsible for compliance and enforcement of requirements mandated for Federal contractors including the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA). OFCCP generally attempts to negotiate a mutually acceptable remedy with the contractor in order to resolve this major violation. The second, recently enacted Federal legislation forbids Federal Contracting Officers to award or modify Federal contracts unless the current VETS-100 Reports have been submitted. The Secretary of Labor makes a database available to Federal Contracting Officers listing the VETS-100 Reports received from Federal contractors and subcontractors.

L.13 Required information to be provided by offeror: It is required that offerors submit **(3) original signed copies** of the SF1442, completed section B and comply with the requirement to electronically provide representation and certifications via the BPN website at <http://orca.bpn.gov>. Offerors shall include the offeror's facsimile number and E-mail address(es). **In addition, the following information must also be submitted with your offer:**

- a. A bid bond **clearly identifying the solicitation** in the amount of twenty percent (20%) of the bid price, or \$3 Million, whichever is lower. (1 copy). SEE NASA FAR SUP 1852.228-73, entitled Bid Bond
- b. Acknowledgment of **all** amendments.
- c. (2) copies of a Detailed Safety Plan in accordance with specifications and NASA FAR 1852.223-73. As required by paragraph L8 offeror shall provide (2) copies of the following: the OSHA Total Recordable Incident Rate (TRIR) with NAICS code, your firm's OSHA DART rate, your firm's designated Safety Experience Modifier Rate (EMR), Information on all OSHA citations issued to the firm over the past three years, and Information on all previous OSHA reportable mishaps (OSHA Forms 200 & 300) that have occurred in the past three years.
- d. On those value characteristics the Offeror chooses to provide, adequate information should be submitted to permit proper evaluation.

Attachment D - Past Performance Form (3 Copies): The Offeror shall provide information on relevant past contracts, preferably with the Government, listing contract number, contract value, agency name and point of contact (including address, telephone and fax numbers, and e-mail address, if available), what the contract was for, and status of the contract (current, terminated (if so, why), successfully completed). Offerors with no previous Government contracts shall so state.

L.14 Any questions concerning this solicitation **MUST** be submitted in writing (fax or email) to the point of contact on the front page of the SF 1442, block 9 **no later than June 22, 2006.**

[END OF SECTION]

SECTION M - EVALUATION FACTORS FOR AWARD TO OFFERORS

M1. This procurement is being conducted utilizing Best Value Selection (BVS), which seeks to select an offer based on the best combination of price and qualitative merit (including past performance and relevant experience) of the offers submitted and reduce the administrative burden on the Offerors and the Government. BVS predefines the value characteristics that will serve as the discriminators among offers and is based on the premise that, if all offers are of approximately equal qualitative merit, award will be made to the Offeror with the lowest evaluated price (fixed-price contracts) or the lowest most probable cost (cost type contracts). However, the Government will consider awarding to an Offeror with higher qualitative merit if the difference in price is commensurate with added value. Conversely, the Government will consider making award to an Offeror whose offer has lower qualitative merit if the price (or cost) differential between it and other offers warrant doing so.

EVALUATION CRITERIA

- a. The award will be made to the responsible offeror whose proposal is responsive, and offers the best value to the government. Best value will be determined based on an integrated assessment of each proposal in terms of past performance, relevant experience and price. Therefore, subjective judgment by the government is implicit in the evaluation process. **Past performance is of equal importance to relevant experience, but when combined, these factors are significantly more important than price.** However, if an offeror does not have relevant past performance history, the offeror may not be evaluated favorably or unfavorably on past performance and will be given a neutral rating as detailed in this plan. In addition, award may be made to the other than low priced offer and may be made without conducting discussions.
- b. Once all responses have been gathered, contractors will be quantitatively evaluated by team members using the value characteristics listed below for past performance and experience. These value characteristics are performance based and permit selection of the offer which provides better results for a reasonable marginal increase in price. All offers will be judged against these value characteristics.

EVALUATION PROCESS

The Government will evaluate offers in two general steps:

Step One -- An initial evaluation will be performed to determine if all required information (See Section L) has been provided and the Offeror has made a reasonable attempt to present an acceptable offer. Offerors may be contacted only for clarification purposes during the initial evaluation. Offerors determined not to be acceptable shall be notified of their rejection and the reasons therefore and excluded from further consideration.

Step Two -- All acceptable offers will be evaluated against the specifications/statement of work identified in this solicitation and the value characteristics identified below. Based on this evaluation, the Government has the option, depending on the specific circumstances of the offers received, to utilize one of the following methods: **(1)** Make selection and award without discussions, (**preferred method**); or **(2)** after discussions with all finalists, afford each Offeror an opportunity to revise its offer, and then make selection. You are cautioned that omissions or an inaccurate or inadequate response to these evaluation factors may have a negative effect on your overall evaluation.

Other references, aside from those provided by the Offeror, may be contacted and their comments considered during the source selection process. The information submitted may be verified by the Government through discussions with the references provided. While the Government may elect to consider data obtained from other sources, the burden of providing relevant references that the Government can readily contact rests with the Offeror.

Listed below are the value characteristics that we will utilize in the evaluation of each offer. Each value characteristic is further defined to explain the rating that each offeror will receive.

- a) Past performance
- b) Relevant experience
- c) Cost

a) PAST PERFORMANCE CRITERIA

An offeror's past performance on similar projects will be evaluated to determine the quality of work previously provided and to assess the relative capability of the offeror to effectively accomplish the requirements of this contract. Past performance information will be used to assess the extent to which contract objectives (including technical, management, safety/quality control, cost, and small business subcontracting) have been achieved on related projects. The evaluation of past performance will also assess the overall safety record of the offeror during the performance of previous contracts utilizing the evaluation of EMR, TRIR and DART rates submitted by the offeror.

For newly formed businesses having little or no company experience, the past performance of a predecessor firm, the company's principal owner(s) or corporate officer(s) may be considered. The lack of a performance record may result in an unknown performance risk assessment which will neither be used to the advantage or disadvantage of the Offeror. The evaluation will be based on information obtained from references provided by the Offeror (Attachment D), as well as other past performance information obtained from other sources known by the Government (i.e., SF 1420, Performance Evaluation - Construction Contracts) or any other source that may have useful and relevant information.

The Past Performance Form (Attachment D) and the Evaluation Form (Attachment E) shall be used to collect and record information concerning your firm's past performance and any subcontractor and/or teaming partner. Using Attachment D, submit the names of customers,

preferably the Government, where you have performed as a prime contractor and/or a subcontractor within the past three years. Offerors shall include in their proposal, the written consent of its proposed significant subcontractors to allow the Government to discuss the subcontractor's past performance evaluation with the Offeror during the discussion phase of this procurement. This information **must be** provided with your offer, no later than the proposal due date.

The evaluation team will assign one of the following adjective ratings for each past performance form/survey received:

RATING	DEFINITION	STANDARD
Outstanding	Substantially exceeds requirements. Entirely favorable past performance.	A significant majority of sources of information are consistently firm in stating that the offeror's performance was superior and that they would unhesitatingly do business with the offeror again. Complaints are negligible, or unfounded. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old and the offeror has demonstrated by more than recent performance that corrective action has made the likelihood of such conduct in the future highly improbable.
Above Average	Somewhat exceeds requirements. More favorable than unfavorable past performance	Most sources of information state that the offeror's performance was good, better than average, etc., and that they would willingly do business with the offeror again. Complaints, though perhaps well founded, are few and relatively minor. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old and the offeror has demonstrated by more recent performance that corrective action has made the likelihood of such conduct in the future highly improbable.
Neutral	No record exists or the contractor has no past performance to report.	
Satisfactory	Meets requirements. Inconclusive past performance record.	Sources of information are roughly divided over the quality of the offeror's performance. While some state that they would do business with the offeror again, others are doubtful or would not. Complaints are balanced by reports of good work. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old.
Marginal	Barely meets requirements. More unfavorable than favorable past performance	Many sources of information make unfavorable reports about the offeror's performance and either express serious doubts about doing business with the offeror again or states that they would refuse to do so. However, there are some favorable reports, and some sources of information indicate that they would do business with the offeror again. There are many significant, serious, and well-founded complaints, but there are some reports of good performance. The offeror may have been indicted, pled guilty, or may have been found guilty on matters of criminal conduct, but issues are unresolved, relatively minor, or do not reflect a company wide or managerial pattern of wrongdoing. The offeror may have lost civil suits for fraud or negligence, but there is no company wide or managerial pattern of fraudulent, negligent, or criminal conduct.
Unsatisfactory	Does not meet requirements. Entirely unfavorable past performance	A significant majority of sources of information are consistently firm in stating that the offeror's performance was entirely unsatisfactory and that they would not do business with the offeror again under any circumstances. Customer complaints are substantial or numerous and are well founded. Or, although not debarred or suspended, the offeror is under indictment or has been convicted of criminal conduct, or has been found liable for fraud or negligence. The offeror either has presented no persuasive evidence of having taken appropriate corrective action that will guard against such conduct in the foreseeable future, or it appears unlikely that the corrective action will be effective.

b) RELEVANT EXPERIENCE

Relevant experience is the accomplishment of work that is comparable or related to the technical work required by this solicitation, and is of similar scope, size and complexity. The evaluation team will assign one of the following ratings for the relevant experience characteristic:

RATING	DEFINITION	STANDARD
Low Risk	Little doubt exists, based on the offeror's experience; that the offeror can satisfactorily perform this kind of work.	Extensive experience in projects of similar size, scope, complexity.
Moderate Risk	Some doubt exists, based on the offeror's experience, that the offeror can satisfactorily perform this kind of work.	Limited experience in projects of similar size and scope or extensive experience as the primary subcontractor for projects similar in size and scope.
High Risk	Significant doubt exists, based on the offeror's experience, that the offeror can satisfactorily perform this kind of work.	Very little experience in projects of this kind.

c) COST

[END OF SECTION]