

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 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):

Federal Acquisition Regulation (FAR) provision: <https://www.acquisition.gov/far>

NASA FAR Supplement (NFS) provision: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

PROVISION NUMBER	DATE	TITLE
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

PROVISION NUMBER	DATE	TITLE
None included by reference		

(END OF PROVISION)

K.2 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (DEC 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **237130**.

(2) The small business size standard is **\$33.5M**.

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

(b)(1) If the 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.
 - (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.
- (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 Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—
 - (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

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

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

(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.

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)

K.3 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS

REPRESENTATION (FAR 52.209-2) (MAY 2011)

(a) *Definitions*. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

(c) *Representation*. By submission of its offer, the offeror represents that—

- (1) It is not an inverted domestic corporation; and
- (2) It is not a subsidiary of an inverted domestic corporation.

(END OF PROVISION)

K.4 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-5) (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

- (A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and
- (C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
- (D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
 - (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) “Principal,” for the purposes of this certification, 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). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
 - (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(END OF PROVISION)

K.5 INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-7) (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 (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(END OF PROVISION)

K.6 PREPARATION OF PROPOSALS—CONSTRUCTION (FAR 52.236-28) (OCT 1997)

- (a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms; and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.
- (b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including—
 - (1) Lump sum price;
 - (2) Alternate prices;
 - (3) Units of construction; or
 - (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.
- (c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words “no proposal” in the space provided for any item on which no price is submitted.
- (d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(END OF PROVISION)

[END OF SECTION]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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Federal Acquisition Regulation (FAR) provision: <https://www.acquisition.gov/far>

NASA FAR Supplement (NFS) provision: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

PROVISION NUMBER	DATE	TITLE
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
52.232-13	APR 1984	NOTICE OF PROGRESS PAYMENTS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

PROVISION NUMBER	DATE	TITLE
None included by reference		

(END OF PROVISION)

L.2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (FAR 52.211-1) (AUG 1998)

- (a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to -

GSA Federal Supply Service
 Specifications Section, Suite 8100
 470 East L'Enfant Plaza, SW
 Washington, DC 20407
 Telephone (202) 619-8925
 Facsimile (202) 619-8978.

- (b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in

paragraph (a) of this provision. Additional copies will be issued for a fee.

(END OF PROVISION)

L.3 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.4 COMMUNICATIONS REGARDING THIS SOLICITATION

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

Name: Elizabeth Baierl
Email: elizabeth.a.baierl@nasa.gov

- (b) Questions or comments should be submitted at least one week prior to deadline for receipt of offers to allow for analysis and public dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.
- (c) Questions or comments shall not be directed to the technical activity personnel.

(END OF PROVISION)

L.5 DAVIS BACON ACT—SECONDARY SITE OF THE WORK (FAR 222-5)(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.6 NOTICE OF BUY AMERICAN ACT REQUIREMENT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FAR 52.225-12)(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 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.7 SERVICE OF PROTEST (FAR 52.233-2) (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, Ken Kitahara, at NASA Ames Research Center by obtaining written and dated acknowledgment of receipt from:

NASA Ames Research Center
Attention: Ken Kitahara
Mail Stop 213-13
Bldg 213, Rm 101A
Moffett Field, CA 94035-0001

- (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.8 SITE VISIT (CONSTRUCTION) (FAR 52.236-27) (FEB 1995) ALT 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 Wednesday, May 1, 2013 at 0930 am. Participants will meet at Building N213, Room 261. To ensure access to the site for the site visit, provide information no later than 29 April 2013 via email to: elizabeth.a.baierl@nasa.gov
- (c) 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.
- (d) The site will not be open for inspection at any other time unless authorized by amendment to this solicitation or by contacting the Contracting Officer. All offerors are required to have valid identification in order to obtain access to NASA Ames Research Center.

Company representation shall be limited to a maximum of three people. **All participants in the site visit must be U.S. citizens or legal residents.**

(END OF PROVISION)

L.9 PREPROPOSAL/PRE-BID CONFERENCE (NFS 1852.215-77) (DEC 1988)

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

Date: May 1, 2013

Time: 0930 am
Location: Building N213, Room 261

Further pre-proposal/pre-bid conferences will be made available upon by the Contracting Officer.

Other Information, as applicable: Prior arrangements must be made to attend the pre-proposal conference/site visit. Please submit an email request to Elizabeth Baiert at elizabeth.a.baiert@nasa.gov. Information needed to reserve a visitor's badge is 1) Full name of attendee, 2) Name of firm the attendee is representing, 3) Attendee must be a U.S. Citizen, and 4) A picture ID is required to obtain a visitor's pass. Please arrive early to allow for badge processing at the main entrance gate.

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

(END OF PROVISION)

L.10 SAFETY AND HEALTH PLAN (NFS 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.11 BID BOND (NFS 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.12 PROTESTS TO NASA (NFS 1852.233-70) (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.13 MAGNITUDE OF REQUIREMENT (NFS 1852.236-74) (DEC 1988)

The Government estimated price range of this project is more than \$10,000,000.

(END OF PROVISION)

L.14 PROPOSAL PREPARATION--GENERAL INSTRUCTIONS

- (a) Proposing Entity. Offerors proposing as a team, or other such business arrangement, shall fully describe this team or arrangement by outlining the relationship, commitment, and responsibilities of the parties. This documentation shall be provided, as appropriate, in the proposal and as requested in paragraph (b)(2) below.
- (b) Format.
 1. Offerors shall submit proposals in three (3) volumes as specified below. Each part of the proposal shall be complete, and prepared in accordance with solicitation instructions to enable concurrent and separate evaluation of each part.

Proposal Component	Required Copies to NASA-ARC Addressed per SF 1442, Block 9
Cover Letter	Electronic, Original and 5 Copies
Volume I, Technical Proposal	Electronic, Original and 5 Copies
Work Plan	

Schedule	
Volume II, Past Performance	Electronic, Original and 5 Copies
Health, Safety and Environmental Records (HSER)	
Volume III, Price Proposal	Electronic, Original and 5 Copies

2. Include a cover letter in the proposal. The cover letter must be signed by an official authorized to contractually bind your company. As part of that letter, please provide the following information and/or attachments:
 - a A cross matrix which identifies the RFP requirement and the corresponding section of the proposal in the Cover Letter volume.
 - b The names, addresses, telephone numbers, facsimile numbers, and email addresses of persons to be contacted for clarification of questions
 - c A complete description of any proposed teaming arrangements and project organization to include the following:
 - List of major subcontractor(s) and design firm(s) include company name and address
 - List of key personnel (e.g., project manager, superintendent, safety manager) with position descriptions, resumes, and commitment letters.
 - Position descriptions, authority & responsibility, and resumes are limited to 2 pages per individual; Commitment letters are limited to 1 page per individual
 - Lines of authority between the prime, major subcontractor(s), and design firm(s)
 - State who has the authority (name/position) to enter into agreement with the Government
 - Include letters of intent from prime to major subcontractor(s) and design firm(s)
 - d. A Standard Form 1442 with Blocks 14A through 20C completed and signed by an official authorized to contractually bind the offeror. Include written acknowledgement of any solicitation amendments.
 - e. A completed response to Section B, Clause B.1, SUPPLIES/SERVICES TO BE PROVIDED, for the Base Period (CLIN 0001) and Options 1 through 3 and 5 through 6 (CLIN 0002 through CLIN 0004 and CLIN 0006 through CLIN 0008), and Clause B.2, FIRM FIXED PRICE.
 - f. A Bid Guarantee in accordance with FAR Clause 52.228-1, Bid Guarantee, in Section I of the solicitation. A Bid Bond form is included in this solicitation as Attachment J-9 (1 copy).
 - g. A completed response to Section K, "REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS."
 - h. Contractor's Safety and Health Plan, as per NFS 1852.223-73 and Attachment J-5
 - i. Contractor's Small Business Subcontracting Plan, as per FAR clause 52.219-9 and Attachment J-6

- j. A copy of the offeror's latest annual form Veterans' Employment & Training Service (VETS) -100 Report, "Federal Contractor Veterans' Employment Report" in the preceding fiscal year if the offeror was subject to the reporting requirements of 38 U.S.C. 4212(d). If the offeror was not subject to the reporting requirements of 38 U.S.C. 4212(d), than a statement stating such status shall be provided.
 - k. A statement that the offeror is Equal Employment Opportunity (EEO) compliant as verified in the Office of Federal Contract Compliance Programs' National Pre-Award Registry at http://www.dol-esa.gov/preaward/pa_reg.html .
 - l. A statement that the proposal is firm for a period of not fewer than 120 calendar days.
 - m. A statement of acceptance of the anticipated contract provisions and proposed schedule, or specific exceptions taken to any of the terms and conditions.
3. All proposal volumes shall be submitted to the address specified NO LATER THAN the date and time prescribed in Block 13 of the SF1442.
 4. The pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date. The table of contents must list figures and tables separately. Where necessary, a cross-reference sheet to other volumes shall be included. Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify Sections. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Title pages, tables of contents, cross-referencing matrix, list of figures and list of tables, blank dividers, tabs, and glossaries do not count against the page limitations for their respective volumes. Further page limitations are set forth in this Section L, paragraph L.15, "Proposal Page Limitations."
 5. Electronic copies of each volume shall be submitted (in addition to the hard copies specified in (b)(1) above) in PDF (Portable Document Format). The electronic format data shall be provided on quality, virus-scanned, virus-free USB stick with an external label indicating: (1) the name of the Offeror, (2) the RFP number, and (3) a list of the files contained on the USB stick. In the event of any inconsistency between data provided on electronic media and proposal hard copies, the original hard copy data will be considered to be the intended data.
 6. Proposals shall be submitted in a format that addresses all evaluation factors. Information pertinent to the factors shall be included in their respective proposal volumes. The proposal content must provide a basis for evaluation against the requirements of the solicitation.
 7. **BINDING AND LABELING:** Each volume of the proposal shall be separately bound in a three-ring loose-leaf binder that shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification, and the Offeror's name. The same identifying data shall be placed on the spine of each binder. The Offeror shall apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," and FAR 3.104-4, "Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information."
 8. **LATE SUBMISSION:** Any volume submitted after the specified time will cause the entire proposal to be considered late in accordance with provision FAR 52.215-1, "Instructions to Offerors-Competitive Acquisition."

- (c) Technical Proposal (Volume I). Technical information shall be included in the Technical Proposal. No price data shall be included. Information shall be precise, factual, current, detailed, and complete. Offerors shall not assume that the Source Evaluation Committee is aware of company abilities, capabilities, plans, facilities, organization, or any other pertinent fact that is important to the accomplishment of the work. The evaluation will be based on the information presented in Volume I. The proposal must specifically address each listed evaluation subfactor.
- (d) Past Performance Proposal (Volume II). The Past Performance factor indicates the relevant quantitative and qualitative aspects of each Offeror’s record of performing services, or delivering products, similar in size, content, and complexity of the requirements of this solicitation.
- (e) Price Proposal (Volume III). Price proposals must contain sufficient pricing information to support negotiation of the contract type noted in this Section L, paragraph L.3, FAR 52.216-1, “Type of Contract.”

(END OF PROVISION)

L.15 PROPOSAL PAGE LIMITATIONS (NFS 1852.215-81) (FEB 1998)

- (a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

Proposal Component	Page Limit ¹
Cover Letter	No Limit
Volume I – Technical Proposal	
Work Plan	3
Schedule	10 ²
Volume II – Past Performance Proposal	25 ³
Health, Safety and Environmental (HSE)	No limit ⁴
Volume III – Price Proposal	No limit

¹ PROPOSAL PAGE LIMITATIONS (NFS 1852.215-81) (FEB 1998). The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

² Proposed schedule shall be submitted on 11x17” paper. A maximum of ten (10) 11”x17” pages are allowed for this requirement.

³ Submission of past performance questionnaire will not be counted against the above page limit.

⁴ Submission of current licenses and current certifications, OSHA 300 LOG, and Experience Modification Rated documents. Offerors are required to submit an acceptable Health, Safety, and Environmental Record (HSER) (see Attachment J-7) criteria prior as part of the offer.

- (b) A written page is defined as one side of a sheet, 8-1/2” x 11”, with at least one inch margins on all sides and shall contain Times New Roman font text with a size not smaller than 12 point. Foldouts shall not exceed 11” x 17” and each foldout page shall count as two 8-1/2” x 11” pages. All text, diagrams, charts, tables and photographs shall contain Times New Roman font text in a size no smaller than 10 point. Pages may be double sided and counted as two (2) pages with double-sided foldouts counting as 4 pages (2 per side).

- (c) If final proposal revisions are requested, separate page limitations will be specified in the Government’s request for that submission.

- (e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government.

(END OF PROVISION)

L.16 PROPOSAL PREPARATION--SPECIFIC INSTRUCTIONS

- (a) The contract award will be based on evaluation of the information provided in Volumes I, II, and III and as per Section M of this RFP.
- (b) Proposals shall be submitted in a format that follows the format of the factors and their subfactors. Each proposal volume shall only contain information germane to that respective factor. Only information pertinent to the factors and subfactors shall be submitted in the offeror's proposal volumes.

1. Volume I - Technical

The Volume I proposal information shall provide discussion of the following:

- Work Plan – Narrative identification of major project work activities and their interdependencies.
 - Option 1
 - Site prep/foundation
 - Boiler fabrication
 - Boiler installation
 - Testing/Cut over/Integrated System Test (IST) (check out)
 - Mechanical/piping design (if required)/installation
 - Remaining Options
- Proposed schedule – the schedule shall include the following:
 - Schedule identifies the completion date within deadline for completion.
 - Schedule shall assume Options 1 through 7 are exercised at time of award.
 - Schedule identifies the critical path, including all options.

2. Volume II-Past Performance

Offerors shall provide the following information. Within the page limitations, the Offeror shall address the major subcontractors.

The offeror, teaming partners and major subcontractors, including but not limited to mechanical, electrical, construction, design, and instrumentation subcontractors, shall each submit relevant past performance:

A listing, provided with proposal, for up to three of their most recent projects delivered which were similar in nature and magnitude (over \$10 million), and that were completed within the last 5 years. Include:

- The client's name, point of contact, address and current telephone number for each completed project.
- Performance description of facility capabilities resulting from the project.
- A construction price summary indicating the contract award amount, final price, and any claim information.
- A summary schedule of events (initiation date, design duration, construction duration, and commissioning date) for the work conducted.
- Address any relevant past design-build experience in California.

- Address, if any, of recent projects of similar magnitude, complexity, and location of project that the proposed team have partnered together or if this is the first project as a team, provide a discussion of the offeror's, subcontractors', and consultants' individual recent experience working as a team member.
- Address any BIM experience for similar type projects.
- Address, if any, of recent similar Federal Government work.
- Address any contracts that were terminated for performance issues or other circumstances
- An acceptable Health, Safety, and Environmental Record (HSER) (see Attachment J-7)
 1. A three-year average experience modification rate (EMR) of less than or equal to 1.00 from question 1 AND a "No" response to questions 2 and 3.
 2. Submission of a list offeror's occupational injury statistics for the past three full calendar years using the Bureau of Labor Statistics formula to determine the total recordable case (TRC) rate and the attached copies of the OSHA annual summary logs (OSHA 300A) for the previous three years and a current OSHA 300 log for the months during the period since the last annual report.
 3. Submission of the offeror's days away/restricted or transfer (DART) rate for the past three full calendar years using the Bureau of Labor Statistics formula and determining the rate as shown in J-7.

The Offeror and any major subcontractors are instructed to forward the Past Performance questionnaire (Attachment J-8) to contract or client references provided in response to Past Performance Volume II above. A maximum of 3 questionnaires per prime contractor and 3 per major subcontractor is requested. Instructions to those contract or client references shall be to complete the questionnaire and forward directly (email is acceptable) to the Government for purposes of evaluation no later than **May 20, 2013** to the following address:

NASA Ames Research Center
Attn: Elizabeth Baierl
Mail Stop: 241-1
Moffett Field, CA 94035-0001
elizabeth.a.baierl@nasa.gov

NOTE: Past Performance Questionnaires are the only document that will be accepted electronically, via email in advance of the RFP closing date. All other proposal documents must be submitted in the method specified in Section L, Proposal Preparation.

The Government reserves the right to require additional past performance information from other entities associated with the offeror that may be deemed critical by the Government or have the potential to significantly impact performance of the proposed contract, including but not limited to key personnel. An entity is defined as a subcontractor, partner, teaming organization or an organization such as a division or branch of a corporation, or a parent, subsidiary, or affiliates of the corporation. In some cases, this may be a single entity, in others; an offeror may elect to draw on resources from across the entire corporation. In the former case, the description of roles and responsibilities is relatively straightforward. In other cases, additional information will need to be supplied to the Government to ensure a sufficient understanding of the relationships between the performing entity and other entities providing supplies or services in support of the performing entity. In addition, for evaluation purposes, the Government reserves the right to collect and review any additional past performance information from Government past performance databases for both offeror and subcontractors.

Offerors are encouraged to contact the government's representative to verify the expectation of responses from offeror's list of past performance references whom the offeror's team expects a

response on their past performance for this procurement. Contact elizabeth.a.baierl@nasa.gov. The Government will verify receipt of past performance questionnaires upon offerors' request.

3. Volume III - Price Proposal

Offeror shall provide their completed Attachment J-10, Pricing Worksheet in accordance with Section L, Proposal Preparation-General Instructions of this RFP. Failure to properly complete Attachment J-10 shall result in the offeror's proposal deemed non-responsive and removed from further consideration.

(END OF PROVISION)

[END OF SECTION]

SECTION M - EVALUATION FACTORS FOR AWARD TO OFFERORS

M.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB1998)

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 these addresses:

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)		
<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference.		
II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)		
<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference.		

(END OF PROVISION)

M.2 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government’s best interests, the Government will evaluate offers for award purposes by adding the total price for Options 1 through 3 and 5 through 6 to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(END OF PROVISION)

M.3 EVALUATION APPROACH

(a) General. The contract award will be based on the evaluation of three factors: Technical (Volume I), Past Performance (Volume II), and Price (Volume III). The Government will award a contract resulting from this solicitation to the offeror whose proposal represents the best value after evaluation.

1. This provision is intended to explain the rationale and precise criteria by which proposals will be assessed by the evaluation team. Offerors are to prepare proposals with these criteria in mind (i.e., in terms of both content and organization), in order to assist the team in determining the relative merit of proposals in relation to the requirements as defined in the Statement of Work (SOW), Section C.
2. The Government may award a contract based solely on the initial offers received, without discussion of such offers. Accordingly, each offeror shall submit its initial proposal to the Government using the most favorable terms from Technical, Past Performance, and Price standpoint.

3. Proposals will be evaluated in accordance with simplified process prescribed in this solicitation based on FAR 52.215-1(f) and pertinent sections of FAR Subpart 15.3, "Source Selection," as supplemented by NFS Subpart 1815.3, "Source Selection." Offerors must recognize that the initial evaluation of proposals and the determination of the competitive range, if any, will be made upon a review of the proposals only, plus some independent investigations that may be made with regard to Past Performance. Discussions will be held only if award on the basis of initial offers is determined not to be in the Government's best interest. If discussions are conducted, the Government may seek revised proposals from offerors within the competitive range.
4. At the conclusion of discussions (if applicable), as stipulated in FAR 15.307, a Final Proposal Revision (FPR) will be requested from all offerors still within the competitive range. The FPR shall be submitted in the form of a contractual document (including revisions to the original proposal) that has been executed by an individual with the authority to bind the offeror. Selection will be made in accordance with the evaluation criteria herein. Contract award may be made without subsequent discussions or negotiation.
5. The Source Evaluation Committee (SEC) will present its findings to the Source Selection Authority (SSA). The SSA's decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment. The Government intends to award a contract resulting from this solicitation to the responsible offerors whose proposal represents the best value after evaluation in accordance with the criteria set forth in the solicitation.

(b) Evaluation Factors

There are three evaluation factors for this procurement:

- Factor 1 – Technical (Acceptable/Unacceptable)
- Factor 2 – Past Performance
- Factor 3 – Price

For those offers that are determined acceptable under General (Factor 1), tradeoffs will be made between Past Performance and Price. Past Performance is significantly more important than Price.

1. Technical (Volume I)

The following subfactor information submitted under Volume I will be assigned ratings of Acceptable (A) or Unacceptable (U). All subfactor elements listed below (As required in Sect. L, PROPOSAL PREPARATION--SPECIFIC INSTRUCTIONS) must be complete and deemed Acceptable in order for the offer to be considered further for award. Items with missing or incomplete information shall be considered unacceptable.

Subfactor Elements	Description
Work Plan	Narrative identification of major project work activities and their interdependencies
Proposed schedule	<ul style="list-style-type: none"> • Schedule identifies the completion date within deadline for completion. • Schedule shall assume Options 1 through 7 are exercised at time of award. • Schedule identifies the critical path, including all options.

Definition of Technical Acceptability Ratings

Acceptable (A)	“Acceptable” rating is assigned for meeting the technical aspect of the proposal.
Unacceptable (U)	“Unacceptable” rating and failure for not meeting the technical aspect of the proposal.

2. Volume II-Past Performance

Within the pool of eligible (Acceptable) proposals resulting from the General evaluation by the Government, the Government will evaluate for each offeror its overall performance record in performing projects that are similar in size, content, and complexity of the requirements set forth in Section C.

An evaluation will be conducted on each offeror’s overall performance record and experience (including the record of any major subcontractor(s) or teaming partner(s)) in performing projects that are similar in scope and complexity to the requirements of this solicitation (specifically to the portion of work to be performed by the major subcontractor(s) or teaming partner(s)); project contractor experience in working with each other; and project contractor safety record and accident experience.

If an offeror, or the proposed employees for the offeror, do not have a past performance history relating to this solicitation, the offeror will not be evaluated favorably or unfavorably on this factor.

The goal of this factor is to evaluate information regarding the Offeror and major subcontractors’ relevant past performance for the same or similar requirements in size, content, complexity and location of the current acquisition, specifically in the areas of technical capability, project management, quality control, familiarity with Federal Government and the State of California regulations and requirements, safety and security, small business utilization, and price.

Evaluation of Information Provided by Offerors and Major Subcontractors. The Government will review recent and active contracts to determine the relevancy of the experience to the work anticipated to be performed under this proposed contract. The relevant experience shall also be subject to the past performance evaluation. The Government’s evaluation will consider information contained in the offeror’s proposal, responses to the Past Performance questionnaires (Attachment J-8), NASA Past Performance Data Base (PPDB) or similar systems of other Government departments and agencies, Construction Contractor Appraisal Support System (CCASS), interviews with program managers, Contracting Officer’s Representative (COR), and Contracting Officers (CO), and other sources available to the Government, including commercial sources and any information obtained from other sources including references, customers, and Government agencies deemed appropriate.

The following will be evaluated:

The offeror’s, teaming partners and major subcontractors, including but not limited to mechanical, electrical, construction, design, and instrumentation subcontractors, relevant past performance:

- a. For up to three of their most recent projects delivered which were similar in nature and magnitude, and that were completed within the last 5 years:

- i. The client’s name, point of contact, address and current telephone number for each completed project.
 - ii. Performance description of facility capabilities resulting from the project.
 - iii. A construction price summary indicating the contract award amount, final price, and any claim information.
 - iv. A summary schedule of events (initiation date, design duration, construction duration, and commissioning date) for the work conducted.
- b. Evidence of relevant past design-build experience.
- c. Evidence, if any, of recent projects of similar magnitude and complexity that the proposed team have partnered together or if this is the first project as a team, provide a discussion of the offeror’s, subcontractors’, and consultants’ individual recent experience working as a team member
- d. Evidence of BIM experience for similar type projects.
- e. Evidence, if any, of recent similar Federal Government work.
- f. The offeror and major subcontractors shall describe any contracts that were terminated for performance issues or other circumstances.
- g. Health, Safety, and Environmental Record (HSER), Attachment J-7:
- The evaluation of the HSER will be assigned ratings of Acceptable (A) or Unacceptable (U). An Unacceptable (“U”) rating shall render the offeror’s proposal as non-responsive to the requirements of the RFP.
 - A three-year average experience modification rate (EMR) of less than or equal to 1.00 from question 1 AND a “No” response to questions 2 and 3 shall be considered acceptable.
 - Submission of a list offeror’s occupational injury statistics for the past three full calendar years using the Bureau of Labor Statistics formula to determine the total recordable case (TRC) rate and the attached copies of the OSHA annual summary logs (OSHA 300A) for the previous three years and a current OSHA 300 log for the months during the period since the last annual report shall be considered acceptable.
 - Submission of the offeror’s days away/restricted or transfer (DART) rate for the past three full calendar years using the Bureau of Labor Statistics formula and determining the rate as shown in J-7 shall be considered acceptable.

Definition of HSER Acceptability Ratings

Acceptable (A)	“Acceptable” rating is assigned for meeting the respective stated requirements above.
Unacceptable (U)	“Unacceptable” rating and failure for not meeting the respective stated requirements above.

Definition of Past Performance Ratings

ADJECTIVAL RATING	DEFINITIONS
	Performance meets contractual requirements and exceeds many to the Government’s

Outstanding	benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
Above Average	Performance meets contractual requirements and exceeds some to the Government’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor’s proposed actions appear only marginally effective or were not fully implemented.
Unsatisfactory	Performance does not meet significant contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor’s corrective actions appear or were ineffective.
Neutral	No past performance history size, content, and complexity of the requirements set forth in Section C.

3. Volume III - Price Proposal

The price evaluation will not be given an adjectival rating, but will be an assessment of the reasonableness of the proposed price. The Government will evaluate the fairness and reasonableness of the proposed price using one or more of the following price analysis techniques:

- Comparison of proposed price with the independent Government estimate
- Comparison of proposed price to all other proposed prices

(END OF PROVISION)

[END OF SECTION]