

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 94
2. AMENDMENT/MODIFICATION NO. 000002	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NASA/Johnson Space Center Attn: Rose Stokes/BJ3 2101 NASA Parkway Houston TX 77058-3696	CODE JSC	7. ADMINISTERED BY (If other than Item 6) NASA/Johnson Space Center Attn: Dawn Alexander/BJ6 2101 NASA Parkway Houston TX 77058-3696	CODE JSC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO. NNJ14510750R	
		x 9B. DATED (SEE ITEM 11) 07/22/2014	
		10A. MODIFICATION OF CONTRACT/ORDER NO.	
		10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of Amendment 2 is to:

1. Make changes to clarify and correct Sections L.19-2(a), L.19-2(c), and M.4(C) (a) of the RFP based on questions received from prospective Offerors;
 2. Extend the proposal due date from September 22, 2014 to October 1, 2014 in L.17, L.20 Attachment 2, and L.20 Attachment 4 Section 4.12;
 3. Update the contract period of performance to March 18, 2015 through March 17, 2018 in B.6 and F.2;
 4. Update the Model Task Order wage determination to General Decision Number: TX140092 09/05/2014 TX92 in L.20 Attachment 4 Section 3.1;
 5. Update the Procuring Contracting Officer information from Keshia Guinn to Diana DeNardo in L.7, L.20 Attachment 4 Section 4.3, Contract SF 1442, and Model Task Order SF 1442;
- Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Diana Denardo	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 NNJ14510750R/000002

PAGE OF
 2 94

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>6. Update the Administrative Contracting Officer information from Diana DeNardo to Dawn Alexander in L.20 Attachment 4 Section 2.6, Contract SF 1442, and Model Task Order SF 1442;</p> <p>7. Include instructions and templates for Overhead and General and Administrative (G&A) expenses in Section L;</p> <p>8. Add instructions and Sample Consent Letter to Section L;</p> <p>9. Update page count to include attachments in the Contract SF 1442 and Model Task Order SF 1442; and</p> <p>10. Publish Questions and Answers pertaining to this solicitation.</p> <p>Change pages are attached. Section L and M, which incorporate the aforementioned changes, are replaced in their entirety with the revised Section L and M included in this amendment. Changes are marked with change bars in the right-hand margin.</p>				

Labor Category	CY 1 3/18/2015 to 3/17/2016	CY 2 3/18/2016 to 3/17/2017	CY 3 3/18/2017 to 3/17/2018
Project Engineer/Architect/Manager			
Senior Engineer/Architect			
Engineer/Architect			
Environmental Engineer, Junior			
Environmental Engineer, Senior			
Archaeologist			
Historian			
Senior Environmental Specialist			
Environmental Specialist			
Draftsman			
Environmental Technician			
Field Technician			
Specs/Report Writer			
Cost Estimator			
Word Processor			
Designer			
Surveyor			
Senior Landscape Architect			
Senior Geotechnical/Soils Engineer			
Interior Designer			

(End of Clause)

[END OF SECTION]

(b) The number of days allowed for Government delays is **30 calendar days per task order unless otherwise specified in the task order**. No extension of time will be given until these days have been exceeded. Contractor should expect security delays of up to 45 minutes when entering the site and allow for those delays, as no contract extension will be granted for these delays.

(End of clause)

F.1 PLACE OF PERFORMANCE

The primary work locations for this contract are in Houston, TX at the NASA Johnson Space Center (JSC), Ellington Field (EF) and Sonny Carter Training Facility (SCTF). In addition, in order to provide for maximum flexibility, work may be required at the White Sands Test Facility (WSTF) located in Las Cruces, New Mexico.

(End of clause)

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is **3/18/2015 through 3/17/2018. The period of performance for each task order will be specified in the task order.**

(End of clause)

[END OF SECTION]

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE

Provision(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Provisions incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the provision to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause.

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

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

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

52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (JAN 2004)

II. NASA FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 18)

N/A

(End of provision)

L.2 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be DX rated order, DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an **8(a) Indefinite-Delivery Indefinite-Quantity (for placement of Firm-Fixed Price Task Orders)** contract resulting from this solicitation.

(End of provision)

L.4 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS – SECONDARY SITE OF THE WORK (MAY 2014)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at [52.222-6](#), Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror’s request for a wage determination for a secondary site of the work.

(End of provision)

L.5 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (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
<u>27.3% Houston, TX</u>	<u>6.9%</u>
<u>45.9% Las Cruces, NM</u>	

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 **NASA, Johnson Space Center, including Ellington Field and Sonny Carter Training Facility, Harris County, Houston, TX as well as White Sands Test Facility, Dona Ana County, New Mexico.**

(End of provision)

L.6 52.228-1 BID GUARANTEE (SEPT 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 or **\$3,000,000**, whichever is less.

(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)

L.7 52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

**Diana DeNardo/BJ3
NASA, Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696**

(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 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at [52.236-2](#), Differing Site Conditions, and [52.236-3](#), Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for—

Tuesday, August 5, 2014 immediately after the Pre-Proposal Conference

(c) Participants will meet at—

**Gilruth Center – The Alamo Ballroom
NASA Johnson Space Center
Houston, TX 77058**

(End of provision)

L.9 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of provision)

L.10 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

L.11 RESERVED**L.12 1852.223-73 SAFETY AND HEALTH PLAN (NOVEMBER 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.13 1852.228-73 BID BOND (OCTOBER 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.14 1852.233-70 PROTESTS TO NASA (OCTOBER 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.15 52.215-109 PROPOSAL MARKING AND DELIVERY (AUG 2012) (JSC Procurement Instruction)

(a) Methods of Proposal Delivery

Proposals shall be delivered to the designated proposal receiving office by one of the following methods:

- U.S. Postal Service
- Commercial Delivery Service
- Delivery by company employee or other individual agent

Regardless of the method of delivery chosen, the Offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the Standard Form.

(b) External Marking of Proposal Package(s)

All proposal packages must be closed, sealed, and marked in large letters “**PROPOSAL – DELIVER UNOPENED**”. Proposals packages must include the solicitation number, the contracting officer’s name, mail code/stop, and the Offeror’s name and address clearly marked on the outside of the package.

The Offeror shall include a notice on the cover of the proposal package as follows:
 “NOTICE: THIS PROPOSAL MUST BE DELIVERED TO THE SPECIFIED ADDRESS NO LATER THAN (OFFEROR—ENTER DATE AND TIME).”

(c) Delivery Address

Proposals must be delivered to:

NASA Johnson Space Center
 Attention: Rose Stokes/BJ3
 Central Receiving, Bldg. 420
 2101 NASA Parkway
 Houston, TX 77058-3696

JSC Central Receiving can only be accessed through JSC Gate 4, which is located off Space Center Boulevard. The Offeror is strongly encouraged to notify the Contracting Officer one day in advance of the proposal submission. Proposals will be considered to be timely if the proposal package arrives in Building 420 by the due date and time.

(End of provision)

L.16 52.242-90 JSC Super-Flex Work Schedule (MAR 2014) (JSC Procurement Instruction)

Through Super-flex, JSC civil servants are encouraged to utilize the current civil service schedule to work 80 hours in a pay period, while “flexing” every other Friday simultaneously with the Center (first Friday of the JSC pay period). These Fridays are called “Flex Fridays”. Super-flex also expands the use of Work from Anywhere (WFA)/telework.

JSC does not require that our contractor team members adopt a matching schedule. However, offerors should be aware that many civil servant customers will not be onsite on “Flex Fridays” and the center will go in “weekend mode” on “Flex Fridays”. “Flex Friday weekend mode” provides exceptions for some buildings. For more information on “Flex Friday weekend mode” and Super-flex, reference [http://procurement.jsc.nasa.gov/docs/Super-Flex Phase 2.docx](http://procurement.jsc.nasa.gov/docs/Super-Flex%20Phase%202.docx)

(End of provision)

L.17 COMMUNICATIONS REGARDING SOLICITATION AND SUBMISSION OF OFFERS**A. COMMUNICATIONS REGARDING THIS SOLICITATION**

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

Name:	Rose Stokes	Phone:	281-244-1450
Address:	2101 NASA Parkway	Email:	rose.e.stokes@nasa.gov
	Mail Code: BJ3		
	Houston, TX 77058-3696		

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

Questions regarding this solicitation are due to the Government Representative no later than August 15, 2014, at 2:00 p.m. Local Time.

(b) Questions or comments should be submitted by the date above to allow for analysis and dissemination of responses. Late questions or comments are not guaranteed a response prior to the proposal due date. The Contracting Officer will issue a written amendment to this solicitation to answer questions. Offerors are ENCOURAGED to submit questions **prior to** the Pre-proposal Conference/Site Visit.

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

(End of provision)

B. SUBMISSION OF OFFERS

Proposal Volumes I, II, III, and IV including Past Performance Questionnaires, shall be submitted no later than **2:00 p.m. Local Time on October 1, 2014.**

Proposals must be marked and delivered in accordance with Section L.15 Proposal Marking and Delivery.

(End of provision)

L.18 PROPOSAL PREPARATION INSTRUCTIONS

L.18-1 INTRODUCTION

This acquisition is being conducted as a competitive 8(a) set-aside. It has been determined that competition will be limited to 8(a) firms located within the geographical area serviced by the **SBA Region VI Offices,** and other 8(a) construction firms with a bona fide place of business within the geographical competitive area, and the assigned NAICS code. All other 8(a) BD Participants are deemed ineligible to submit offers. The U.S. Small Business Administration's (SBA) Region VI geographical area consists of Arkansas, Louisiana, New Mexico, Oklahoma and Texas.

All documents shall be submitted in electronic format unless otherwise specified.

Offerors shall submit eight (8) compact disks (CDs), each containing the following:

- a. Volumes I, II, III, and IV (Ref. L.19-1, L.19-2, L.19-3, L.19-4)
- b. Model Contract (Ref. L.19-4, (a))
- c. Model Task Order (Ref. L.19-4, (b))

L.18-2 PROPOSAL ARRANGEMENT AND PAGE LIMITATIONS

Each page containing proposal information will be counted as a page. A page is defined as one side of a sheet, 8 1/2" x 11". The metric standard format most closely approximating the described standard 8 1/2 x 11-inch size may also be used. Pages shall be formatted in a standard page style, without the use of numerous columns. Information shall not be incorporated by reference.

The following requirements apply to the sections of the proposal which are page limited:

Sections of the proposal which are page limited shall be prepared and submitted using non-compressed Arial font with single-spaced 12 point text with a one-inch margin on all sides in accordance with Microsoft Word default settings. Character spacing shall be "Normal" per Microsoft Word settings. Text in diagrams, charts, tables, artwork, and photographs shall be no smaller than 10 point text size. Diagrams, charts, tables, artwork and photographs shall not be used to circumvent the text size limitations of the proposal. The margins may contain headers and footers but shall not contain any proposal content to be evaluated.

All pages in each volume shall be numbered sequentially with Arabic numerals (1, 2, 3, etc.) for contents subject to page limitations. Information that can be construed as belonging in another volume of the proposal will be so construed and counted against the appropriate volume's page limitation.

Title pages, table of contents, cross-reference matrices, glossaries, and acronym lists that do not contain information that can be construed as proposal information will not be counted as part of the page limitations. However, these pages shall be numbered with lower case Roman numerals (i, ii, iii, etc.) in order to provide ease of reference for the Government.

Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and the Offeror will be notified. Minor informalities or irregularities in a proposal that can be adjusted, corrected, or waived without being prejudicial to other offerors may be accepted if it is immaterial to the acquisition. However, any pages contained in a page limited section of your proposal which do not comply with the RFP requirements may result in notification to the Offeror by the Government and not evaluated.

The following requirements apply to the sections of the proposal which are not subject to page limitations: Sections of the proposal which are not page limited do not need to abide by the font, size or margin requirements of the page limited sections, though the offeror should ensure readability. All pages in each volume, except the model contract and the model task order, shall be numbered sequentially with Arabic numerals (1, 2, 3, etc.). Title pages, table of contents, cross-reference matrices, glossaries, acronym lists, etc. shall be numbered with lower case Roman numerals (i, ii, iii, etc.) in order to provide ease of reference for the Government. The Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging to one of the other sections of the proposal will be so construed and counted against that section's page limitation.

If final proposal revisions are requested, separate page limitations will be specified in the Government's request for that submission.

Each offeror is required to submit its proposal in an electronic format in the quantities specified above unless otherwise stated. The electronic submission is requested on a non-rewritable (CD-R) disk(s) and must be compatible with the software and hardware specification described below. Electronic media must be labeled or tagged with the RFP Number, Company Name, Offeror's point of contact information, Date Prepared, Copy Number, version of Microsoft Office® application used, an indication of the files or range of files contained on the disks, and marked and in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR 3.104-5, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information. Labeling the CD case only does not fulfill this requirement.

The CD itself must be labeled.

Mark one CD “Original” for retention by the Contracting Officer. Each CD shall contain identical information and formatting. To the extent of any inconsistency between data provided in the CD marked as “Original” and the CDs marked as copies, the “Original” CD data will be considered to be the intended data.

Electronic copies of the proposal shall be prepared and submitted in Microsoft Office® 2010 applications (Word and Excel). Further, the Microsoft Excel spreadsheets shall be submitted in Microsoft Excel format, not in a scanned Microsoft Word or Adobe PDF file. Microsoft Word documents shall be submitted in Microsoft Word format, not in an Adobe PDF file.

For electronic submissions, each volume of the proposal should be submitted as a separate electronic file. If a volume extends to multiple disks, the offeror shall clearly indicate the sequence number. The offeror shall not embed sound or video files into the proposal files. Minimize the use of scanned images and keep embedded graphics as simple as possible.

A cover sheet should be contained on each CD, clearly marked with volume number, copy number, title, solicitation identification, the offeror’s name, complete address with 9 digit zip code, phone number, facsimile number, e-mail address, and date of offer. A suitable table of contents shall be provided with each volume for ready reference to sections, tables, and figures. Be sure to apply all appropriate markings, including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR 3.104-5, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

Provide a Cross Reference List that tracks the page and paragraph numbers of the Offer’s proposal to the page and paragraph numbers in the Government’s instructions. A Cross Reference List shall be submitted in each Volume for that particular volume.

Volumes shall be organized as detailed below. Each volume shall be prepared in accordance with the page limitations identified below.

Proposal Volumes should be consistent with the following structure:

1. <u>VOLUME I – Technical Proposal</u> (Ref. L.19-1)	<u>Page Limitation</u>
(a) Bonding Capacity Documentation	None
(b) Registered Professional Engineer Documentation	None
(c) Cultural Resource Management Certification	None
2. <u>VOLUME II – Past Performance Information</u>	<u>Page Limitation</u>
(a) Past Performance Information Summary (Ref. L.19-2, (a))	15 pages
(b) Offeror’s Project Listing (Ref. L.19-2, (b) and L.20 Attachment 3)	None
(c) Past Performance Questionnaires (Section 1 ONLY) (Ref. L.19-2, (c) and L.20 Attachment 2)	None

- (d) Safety, Health & Environmental Past Performance Supplement (Ref. L.19-2, (d)) None

3. VOLUME III – Price Proposal Page Limitation

- (a) Price of Model Task Order “Remodel Gilruth Shower Rooms” None
Offeror’s price proposal for the model task order using the pricing form in L.20 Attachment 5 (Ref. L.19-3, (a))
- (b) Price of Sample Task “Historic Survey and Evaluation of Building 49” None
Offeror’s price proposal for the sample task using the pricing form in L.20 Attachment 7 (Ref. L.19-3, (b))
- (c) IDIQ Excel Pricing Model (for Contract Labor Rates) in L.20 Attachment 8 None
(Ref. L.19-3, (c))

4. VOLUME IV – Other Required Documentation for Award (Ref. L.19-4) Page Limitation

- (a) Model Contract (Ref. L.19-4, (a)) None
- (b) Model Task Order (Ref. L.19-4, (b)) None
- (c) Contractor Systems (Ref. L.19-4, (c)) None
- (d) Subcontracting, Arrangement Information (Ref. L.19-4, (d)) None

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. Incomplete proposals may be a basis for determination of unacceptability of the proposal and removal of the proposal from consideration.

(End of provision)

L.19 REQUIRED PROPOSAL CONTENT

L.19-1 TECHNICAL PROPOSAL – VOLUME I

- (a) Bonding Capacity (\$1 million per project and \$3 million aggregate)

The offeror shall provide a letter, from an approved surety, stating the offeror has **both** a current bonding capacity for this acquisition of \$1 million per project **and** \$3 million for the aggregate project amount. The letter shall include the name and telephone number of the Bonding Company(s). Such bonding capacity should meet the requirements of FAR 52.228-15.

- (b) Registered Professional Engineer

The offeror shall provide the Name and License # of the registered Professional Engineer(s) capable of stamping and sealing design documents in the states of Texas and New Mexico.

(c) Cultural Resource Management Certification

The offeror shall provide the Name and a copy of the Certification Document (diploma/certificate/degree) for the individual certified in Cultural Resource Management capable of making historic determinations under the National Historic Preservation Act (NHPA).

L.19-2 PAST PERFORMANCE INFORMATION - VOLUME II

The Government will evaluate past performance to assess how well recently performed work, relevant to the types of effort and types of requirements in the solicitation, was performed and will use the information received as an indicator of the offeror's ability to perform under the contract.

DEFINITIONS

Recency: Ref. Solicitation Section M.4, C, (a)

Relevancy: Ref. Solicitation Section M.4, C, (b), (i)

(a) **PAST PERFORMANCE INFORMATION SUMMARY**

Offerors shall provide a Past Performance Information Summary identifying a minimum of four (4) but no more than seven (7) recent and relevant contracts/task orders, that the offeror has performed and that are similar in scope, magnitude and complexity as described in the solicitation with the most relevant contracts listed first. A minimum of four (4) contracts/task orders must represent past performance of the prime contractor. For the remaining contracts/task orders, and to demonstrate the full range of capabilities, offerors may submit past performance data on recent and relevant contracts/task orders of subcontractors, teaming partners, affiliated companies or operating divisions within the parent company or joint ventures of the parent company when it is reasonable to attribute the experience of these past efforts to the proposed effort and when the document clearly demonstrates that the resources (e.g. financial resources, overall oversight and management or other resources) of the parent or affiliated division will meaningfully affect performance of the instant acquisition. Information on these contracts/task orders shall identify the names of the firms and their roles in the specific contract/task order. (Note: See RFP Section H.7, Subcontractors, Teaming Partners and Affiliated Companies)

At least one fully completed contract/task order shall be submitted for each of the following types of services (a. through d. below). A single contract/task order can cover multiple service types. (Note: Once a fully completed contract/task order has been provided to demonstrate capabilities in each of the following areas, the remaining contracts/task orders provided, up to a maximum of 7, can be ongoing contracts/task orders. Ongoing contracts/task orders must have received "Notice to Proceed" no less than three (3) months from the issuance of the Government's RFP.)

- a. Strategic Planning
- b. Design-Build and/or Design Services
- c. Construction Services

d. Historic Preservation

Offerors are advised that the Government will not evaluate more than the first 7 listed contracts/task orders. Offerors are also advised that while the list of submitted contracts/task orders are at the offeror's discretion, the Government may consider and evaluate any other past performance data obtained from other sources and use the obtained information in the evaluation and rating of the offeror's past performance. The Summary shall include the following information for each referenced contract/task order:

- i. Name of contract/task order and contract/task order number
- ii. Type of contract/task order
- iii. Period of performance
- iv. Place of contract performance
- v. Name and address of customer or Government Agency
- vi. Name, telephone number and email address of Contracting Officer or customer equivalent
- vii. Name, telephone number and email address of Project Manager or customer equivalent
- viii. Current dollar value of contract/task order or, for completed tasks, the value at contract/task order completion
- ix. Dollar value of contract/task order as initially awarded
- x. Synopsis of the scope of work and why it is considered recent and relevant to the solicitation
- xi. Consent letters executed by each subcontractor, teaming partner, proposed program manager and/or joint venture partner, authorizing the release of past performance information so the offeror can respond to such information. See sample consent letter in L.20 – Attachment 10.

(b) **OFFEROR'S PROJECT LISTING**

The offeror shall complete Section L.20, Attachment 3, Offeror Project Listing, for all projects completed within the last 3 years.

(c) **PAST PERFORMANCE QUESTIONNAIRES**

Offerors shall complete Section 1 (Contract Identification) of the Past Performance Questionnaire and provide it to the Government as part of the proposal submission.

Offerors shall submit the Past Performance Questionnaire Sections II and III and the Cover Letter to each past performance Contracting Officer (or customer contact equivalent) and Project Manager (or customer contact equivalent) identified in its Past Performance Information Summary. The Contracting Officer and Project Manager shall work together to complete one Past Performance Questionnaire for each correlating Past Performance Information Summary. Therefore, the Government should receive a minimum of four (4) but no more than seven (7) Past Performance Questionnaires. **Sections II and III of the questionnaire shall be completed ONLY by the contract customer.** The contract customer shall complete section II and III of the Past Performance Questionnaire and shall submit it directly to NASA/JSC (see address below) by the proposal submittal date identified in the solicitation (Section L.17, B - Submission of Offers). **Past Performance Questionnaires will not be accepted from Offerors. Questionnaires must come directly from the Offeror's contract customer.**

Offerors with no previous past performance shall so state in the past performance section of its proposal. Offerors with no previous past performance will receive a neutral evaluation.

The Offeror bears the burden of providing relevant and timely references with accurate and current telephone numbers and addresses. The Offeror is responsible for ensuring that the questionnaires issued by them are completed by the contract customer and submitted directly by the contract customer to NASA, Johnson Space Center, at the address listed below, no later than the proposal submittal date designated in the solicitation (Section L. 17, B - Submission of Offers). **Faxed Past Performance Questionnaires Will Not Be Accepted; Emailed past performance questionnaires are preferred.**

**NASA Johnson Space Center
Attn: Rose Stokes
Rose.e.stokes@nasa.gov
Mail Code: BJ3
2101 NASA Parkway
Houston, Texas 77058-3696**

Offerors are notified that the Government may use any additional sources of information available to it regarding the Offeror's relevant experience and past performance and consider the information thus obtained as part of this evaluation.

In accordance with FAR 15.305 (a) (2) (ii) the Offeror is authorized to provide information on problems encountered on the identified contracts and the Offeror's corrective actions.

(d) **SAFETY, HEALTH AND ENVIRONMENTAL PAST PERFORMANCE SUPPLEMENT:**

A past performance evaluation on each offeror's overall safety, health and environmental program as it relates to recent and relevant contracts identified in the offeror's Past Performance Information Summary will be performed. Offerors shall provide the following:

- (1) Current and previous two year records of the firm's OSHA recordable injuries and illnesses. These records shall include, as a minimum, 1 copy of each year's OSHA logs (Forms 300 and 300A), or equivalent data, as required by Title 29 of the Code of Federal Regulations, Section 1904.5(d) including the applicable NAICS code, the number of employees at the worksite and the calculated OSHA recordable frequency rate.
- (2) Independently documented evidence of your firm's current and previous two years designated Safety Experience Modifier Rate (EMR) used to calculate Workmen's Compensation Insurance. Firms shall authorize the listed insurance carriers to respond to Government inquiries regarding the firm's past safety performance. A letter from the insurance carrier shall summarize the firm's liability and lawsuit history related to safety and health performance for the past three years including a history of any changes to the experience modifier rate.
- (3) Provide information disclosing all federal, state, and local (city-county) environmental regulatory violations, non-compliances, and enforcement actions received in the past

three (3) years, whether closed or pending final disposition. This includes violations of federal, state, and local asbestos program regulations, where the regulatory authority may be other than the EPA or a state environmental agency, e.g. a state-county-city department of health.

L.19-3 PRICE PROPOSAL - VOLUME III

(a) **Price of Model Task Order “Remodel Gilruth Shower Rooms”**

Offerors shall complete Section L.20, Attachment 5 – Model Task Order Pricing Form, for the prime and any subcontractors. A Pricing Form shall be submitted for the CLIN(s) as stated in the Task Order. Offerors are required to propose on all CLIN(s); **partial proposals or alternate proposals will not be accepted**. Pricing shall be consistent with the fully burdened labor rates proposed in contract Section B. The pricing forms shall be signed by an individual authorized to bind your company.

(b) **Price of Sample Task “Historic Survey and Evaluation of Building 49”**

Offerors shall complete Section L.20, Attachment 7 – Sample Task Pricing Form, for the prime and any subcontractors. Pricing shall be consistent with the fully burdened labor rates proposed in contract Section B. The pricing forms shall be signed by an individual authorized to bind your company.

(c) **IDIQ Excel Pricing Model (for Contract Labor Rates)**

Offerors shall complete the Section L.20 Attachment 8 – IDIQ Excel Pricing Model (EPM) templates as instructed below. Offerors shall complete section B.6 of the solicitation to specify the proposed fully burdened labor rates that will be applicable to future task orders. (See Clause I.140, 52.222-99 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (JUNE 2014) (DEVIATION)). The offeror shall specify the basis of all rates, percentages, and factors.

The offeror shall describe how the proposed prices include all appropriate escalation the offeror determines necessary to cover its increased costs of performing the contract over time. Escalation shall be incorporated into the proposed fixed prices to the extent the offeror believes its prices need to increase to cover its risk that the cost of doing business will increase as time passes.

i. **Standard Labor Categories (SLC)**

The offeror is required to propose its price using its own estimating system. The offeror shall map their company’s labor categories to the Government’s SLCs using the SLCs and guidelines provided in Table 1 below. SLCs are intended to broadly group proposed labor into a manageable number of categories. These guidelines do not address all the possible specific skills or requirements that any one occupation or profession may require. The Offeror is responsible for acquiring an understanding of the complexities of the work required to successfully meet the IDIQ requirements. Accordingly, the offeror shall propose the resources required to successfully meet those requirements.

Table 1 – Standard Labor Categories (SLCs)	
SLCs	SLC Guidelines

<p>Project Engineer/Architect/Manager</p>	<p>15 Years of related experience with at least 5 years of project management.</p> <p>Bachelor's Degree in associated field.</p> <p>Professional License/Registration in associated field required.</p>
<p>Senior Engineer/Architect</p>	<p>10+ Years of related experience.</p> <p>Bachelor's Degree in associated field.</p> <p>Professional License/Registration in associated field required.</p>
<p>Engineer/Architect</p>	<p>4-10 Years of related experience.</p> <p>Bachelor's Degree in associated field.</p> <p>Professional License/Registration in associated field a plus but not required.</p>
<p>Environmental Engineer, Junior</p>	<p>3+ years of related experience, Bachelor's Degree in associated field.</p>
<p>Environmental Engineer, Senior</p>	<p>10+ Years of related experience.</p> <p>Bachelor's Degree in associated field.</p> <p>Professional License/Registration in associated field required if applicable.</p>
<p>Archaeologist</p>	<p>10+ Years of related experience.</p> <p>Master's Degree in associated field. Bachelor's Degree in associated field.</p> <p>Professional License/Registration in associated field required.</p>
<p>Historian</p>	<p>10+ Years of related experience.</p> <p>Bachelor's Degree in associated field.</p> <p>Professional License/Registration in associated field required.</p>

<p>Senior Environmental Specialist</p>	<p>10+ Years of related experience in a specialty area (NEPA, Restoration/Remediation, Asbestos & Lead Paint, RCRA/Hazardous waste, CAA & State Air Programs, Water Programs-Storm water/Wastewater/ Drinking Water, Wetlands, Sustainability-Pollution Prevention and Recycling, EMS, Natural/Cultural Resources, TSCA).</p> <p>Bachelor's Degree in associated field, advanced degree preferred.</p> <p>Professional License/Registration/Certifications in associated field required.</p> <p>Adheres to federal/state/local regulations if required for the work.</p>
<p>Environmental Specialist</p>	<p>4 -10 Years of related experience in a specialty area (NEPA, Restoration/Remediation, Asbestos & Lead Paint, RCRA/Hazardous waste, CAA & State Air Programs, Water Programs-Storm water/Wastewater/ Drinking Water, Wetlands, Sustainability-Pollution Prevention and Recycling, EMS, Natural/Cultural Resources, TSCA).</p> <p>Bachelor's Degree in associated field, advanced degree preferred.</p> <p>Professional License/Registration/Certifications in associated field required.</p> <p>Adheres to federal/state/local regulations if required for the work.</p>
<p>Draftsman</p>	<p>Working knowledge of AutoCad and ability to produce construction drawings.</p>
<p>Environmental Technician</p>	<p>A minimum of three (3) years of sampling experience.</p>

Field Technician	A Minimum Of Three (3) Years Of Field Technician Experience
Specs/Report Writer	Working knowledge of SPECINTACT specification writing software.
Cost Estimator	Working knowledge of cost estimating software. At least 5 years of construction cost estimating experience with first-hand experience in all the construction disciplines and with all phases of construction.
Word Processor	Working knowledge of Microsoft Windows or equivalent word processing software.
Designer	Graduate Architect/Engineer with experience working under or with an experienced Architect/Engineer or Senior Architect/Engineer.
Surveyor	4-10 Years of related experience. Bachelor's Degree in associated field. Professional License/Registration in associated field required.
Senior Landscape Architect	10+ Years of related experience in Landscape Architecture. Bachelor's Degree in associated field. Professional License/Registration in associated field required.
Senior Geotechnical/Soils Engineer	10+ Years of related experience in geotechnical/soils investigations and foundation design. Bachelor's Degree in associated field. Professional License/Registration in associated field required.

Interior Designer	<p>4-10 Years of related experience.</p> <p>Bachelor's Degree in either Architecture or Interior Design.</p> <p>Professional License/Registration as an Interior Designer preferred.</p>
-------------------	--

ii. Excel Pricing Model

The Government intends to use a personal computer with Microsoft Excel® to aid in the evaluation of the price proposals. In order to achieve standardization, the Excel Pricing Model consists of one (1) Excel® IDIQ workbook with three (3) worksheet tabs containing templates as described below. The workbook must be automated to the greatest extent possible and the offeror shall complete all templates in the workbook.

IDIQ Workbook Templates

- a. IDIQ Contractor Specific Template (ICST)
- b. Prime Burdens Template (PBT)
- c. IDIQ Team Template (ITT)

Formulas: All formulas used in the workbook must be clearly visible in the individual cells and verifiable. Whereas linking among the worksheets may be necessary, the use of external links (source data not provided to NASA) of any kind is prohibited. The workbook must not contain any macros or hidden cells.

Locks: The EPM and all its associated workbooks shall not be locked/protected or secured by passwords.

All EPM workbooks and file names included in your proposal shall begin with the workbook acronym, hyphen, followed by the first three letters of the offeror's name or acronym of the offeror's name. For example: Assume your company's name is ABC Company. In this example, the workbook file name would be "IDIQ - ABC.xls." The offeror shall use the workbook template acronyms above when naming individual worksheets/tabs within an Excel® workbook.

When multiple versions of the same template are required, the offeror shall submit the multiple versions of the templates inside one worksheet tab stacked vertically such that any subsequent iterations of a template are placed in rows beneath prior iterations. For example, the IDIQ Contractor Specific Template (ICST) is required for each of the three years of the contract. In this example, 3 vertically stacked templates will be submitted under a tab titled ICST in the workbook labeled "IDIQ-[Company initials/acronym].xls." (Note: The templates are already structured in this vertically stacked manner so be sure to scroll to the bottom of the worksheet/tab when inserting data. The offeror may need to insert more rows to the vertically stacked template, as needed.)

iii. Specific Instructions For Completion Of EPM IDIQ Workbook Templates:

a. IDIQ Contractor Specific Template (ICST)

A separate ICST is required from the prime and each subcontractor/team member for

each contract year. This template will show how the Offeror and each subcontractor/teammember arrived at their individually proposed fully burdened direct labor rates.

First, the Offeror and each subcontractor/teammember is required to provide their proposed direct labor rates for each SLC for Contract Years 1-3. This includes a composite direct labor rate for each SLC for each year.

Next, indirect costs and profit must be added to the composite direct labor cost to compute the fully burdened direct labor rate. This template includes some typical indirect cost categories (overhead, G&A, etc.); however, it may be modified to accommodate your accounting system. You may add rows or columns to facilitate this. However, do not remove any SLC's in your submitted templates.

b. Prime Burdens Template (PBT)

The proposed Prime Contractor (offeror/prime) shall provide a separate PBT template for each subcontractor/teammember. This template is required for each contract year. This template includes a space for each standard labor category and will require input from the subcontractors/teammembers. This template is provided so that the proposed Prime Contractor may add their applicable burdens (subcontractor handling, G&A, etc.) to the subcontractor's/teammember's fully burdened rates (STFBR). These rates are the subcontractor/teammember rates that were developed in the "IDIQ Contractor Specific Template."

c. IDIQ Team Template (ITT)

The Offeror shall complete this template as it is intended to show how the Offeror arrived at the contract's proposed fully burdened direct labor rates. These rates must reconcile to the fully burdened labor rates in Section B of the contract. This template may have blanks since it is possible for the proposed prime contractor or any one subcontractor/teammember to be proposing on only certain standard labor categories.

d. Overhead Template (OHT)

The prime and all major subcontractors must provide a completed Overhead Template that includes estimated expenses and base for the period of performance to develop the overhead rates used to price this proposal. This template shall provide insight into the composition of the burden pool for the proposed overhead rates. A separate template for each of the proposed burden pools is to be completed if applicable (e.g. on-site, offsite, etc). If a separate offsite overhead rate is proposed, the Offeror shall provide a brief description of the offsite facilities (e.g. office building, computers, etc) including a narrative basis to support all costs, such as total square footage, number of offsite employees, number of computers, lease term and lease quotes from lessors on the cost/price narrative. In addition, provide overhead actual cost history for the prior three years and estimates for the term of the contract. The basis for projections of overhead shall also be provided and an explanation in support of any significant changes in either expenses or base of application that exist from one year to the next. In the event the Offeror's fiscal year and anticipated contract year do not coincide, the Offeror shall complete the rate reconciliation showing how the fiscal year overhead rates result in the proposed overhead rates for each contract year.

A few cost elements are included on the template that represents the type of cost detail

the Government requires visibility into. If these cost elements are not applicable to any proposed indirect cost pool, leave blank.

e. G&A Template (GAT)

The prime and all major subcontractors must provide a completed G&A Template that includes estimated expenses and base for the period of performance to develop the G&A rates used to price this proposal. This template shall provide insight into the composition of the burden pool for the proposed G&A rate. Identify the estimated G&A expense and explain the method for its calculation. Provide G&A cost history including the actual expense pool and application base amounts for the prior three years. The basis for projections of G&A shall also be provided and an explanation in support of any significant changes in either expenses or base of application that exist from one year to the next. In the event the Offeror's fiscal year and anticipated contract year do not coincide, the Offeror shall complete the rate reconciliation showing how the fiscal year G&A rate results in the proposed G&A rate for each contract year.

A few cost elements are included on the template which represents the type of cost detail the Government requires visibility into. If these cost elements are not applicable to your proposed G&A cost pool, leave blank.

L.19-4 OTHER REQUIRED DOCUMENTATION FOR AWARD – VOLUME IV

(a) Model Contract

The offeror shall submit the following:

- (1) Contract Section A - Fully Executed Original SF 1442 for the model contract, signed by an authorized representative of the offeror – 2 hardcopies.
- (2) Contract Sections B through K
- (3) Complete Section K, including 52.204-8 Annual Representations and Certifications paragraph (d) and on-line via the SAM website as required by FAR Provision 52.204-8, Annual Representations and Certifications, incorporated in full text in Section K of this solicitation.

Note: The offeror shall annotate changes or N/A, as applicable, in paragraph "d" and shall return the document, in electronic format, with its proposal.

- (4) Acknowledgement of amendments via one of the following methods:
 - i. SF 1442 blocks 19 through 20c - hardcopy
 - ii. SF 30 blocks 8 and 15a through 15c
 - iii. Separate letter or telegram which includes a reference to the solicitation and amendment numbers

(5) Safety and Health Plan

(b) Model Task Order ("Remodel Gilruth Shower Rooms")(Ref. L.20, Attachment 4)

The offeror shall submit the following:

- (1) Fully Executed Original SF 1442 for the model task order, signed by an authorized representative of the offeror – 2 hardcopies
- (2) Task Order Fill-ins (Section 2)
- (3) Bid Bond with raised seal - Hardcopy

(c) Contractor Systems

The offeror shall specify the current status (Approved, Disapproved, Not Applicable) of their systems in the table below. If the offeror’s system has not been audited and approved, the offeror shall provide details regarding their system and discuss why they deem it adequate for performing work under the resultant contract.

System	Current Status	Status Decision Date	System Reviewed By (Name & Phone)	Comments
(A) Purchasing				
(B) Estimating				
(C) Accounting				
(D) Compensation				

(d) Subcontracting, Teaming Partner, Affiliated Company Arrangement Information

- (i) If a subcontracting, teaming partner, affiliated company arrangement is proposed, offerors shall include the following specific detail in the following areas so that the Government can determine that the prime contractor making the offer will be performing the primary and vital requirements for the contract.
 - (1) Who will manage the contract?
 - (2) Which party possesses the background and expertise necessary for contract performance?
 - (3) Which party pursued the contract?
 - (4) What is the degree of collaboration in preparation and submission of the competitive proposal?
 - (5) Are there discreet tasks to be performed by each of the parties in the performance of the contract? If so, please specify in detail.
 - (6) Is there a comingling of personnel and resources? If so, please specify in detail.
 - (7) What is the relative amount of work to be performed by each party?
 - (8) Which party will perform the more complex and costly contract functions?
 - (9) What is the business size of each of the other parties?
 - (10) Which of the parties possess the qualifications relevant to the contract requirements?
 - (11) Describe how the offeror will ensure compliance with FAR 52.219-14, *Limitations on Subcontracting*. For the purposes of this RFP, JSC defines

“costs of contract performance incurred for personnel” to mean direct labor, labor overhead (including payroll taxes and benefits), and G&A. “Employees of the concern” means actual direct employees identified on the Offeror’s payroll records for which social security taxes are matched. JSC considers “cost of contract performance” to include all costs throughout contract completion (the full contract period of performance).

- (ii) If an 8(a) joint venture is proposed, offeror shall submit a Small Business Administration (SBA) signed and approved joint venture agreement with submission of the proposal. If SBA has not approved the joint venture agreement at the time of proposal submission, the offeror shall describe its status in achieving joint venture approval from the Small Business Administration, including:
 - (1) What companies are included in the joint venture?
 - (2) To which district SBA office was the application submitted?
 - (3) If not yet approved, what steps have you taken toward achieving approval (include applicable dates of each activity)?

- (iii) SBA must approve a joint venture agreement prior to the award of an 8(a) contract on behalf of the joint venture. Award of the contract will only be made to an approved 8(a) company or 8(a) Joint Venture.

(End of provision)

L.20 ATTACHMENTS TO SECTION L

Section L is supplemented with the following Attachments:

ATTACHMENT 1	Government Project Summary
ATTACHMENT 2	Past Performance Questionnaire and Cover Letter
ATTACHMENT 3	Offeror Project Listing
ATTACHMENT 4	Model Task Order Solicitation
ATTACHMENT 5	Model Task Order Pricing Form
ATTACHMENT 6	Sample Task
ATTACHMENT 7	Sample Task Pricing Form
ATTACHMENT 8	IDIQ Excel Pricing Model
ATTACHMENT 9	Overhead and G&A Templates
ATTACHMENT 10	Sample Consent Letter

[END OF SECTION]

L.20 ATTACHMENT 1 - GOVERNMENT PROJECT SUMMARY

L.20 ATTACHMENT 1 – GOVERNMENT PROJECT SUMMARY

The following table represents past projects.

Project Title	Magnitude
Window Wall Study for Architectural Modifications to Gain Energy Efficiencies	Between \$25,000 and \$100,000
Develop Master Plan for Astronaut Tree Grove Memorial Area	Between \$25,000 and \$100,000
DOD Office Space Remodel, B30M	Between \$25,000 and \$100,000
Construct Carport for High-Voltage Bucket Truck	Between \$250,000 and \$500,000
MOD Conference Room Remodel, B1	Between \$100,000 and \$250,000
Upgrade Restrooms for ADA, B419	Between \$100,000 and \$250,000
Third Floor IA Directorate Office Mods, B1	Between \$25,000 and \$100,000

The following table represents examples of possible future projects.

Project Title	Estimated Magnitude
Construct Unisex Restroom, Building 1	Between \$25,000 and \$100,000
Renovate Restrooms for ADA Compliance, Floor 5, Building 45	Between \$250,000 and \$500,000
Renovate Men’s Locker Room, Gilruth Recreation Center, Building 207	Between \$25,000 and \$100,000
Replace Kitchen Area Floor, Building 3 Cafeteria	Less than \$25,000
Develop Historic Recordation Narrative and Report, Buildings 225 and 226	Between \$25,000 and \$100,000
Develop a Multi-media DVD detailing the history of the Building 222, Atmospheric Re-Entry Materials and Structures Facility	Between \$25,000 and \$100,000
Develop Urban Campus Concepts	Between \$100,000 and \$250,000
Power Wash/Paint Exterior of Bldg 207	Between \$100,000 and \$250,000
Parking Lot Addition West of B45, Expand Lot B-4	Between \$500,000 and \$1,000,000

L.20 ATTACHMENT 2 – PAST PERFORMANCE QUESTIONNAIRE AND COVER LETTER

L.20 ATTACHMENT 2 PAST PERFORMANCE QUESTIONNAIRE and COVER LETTER (Ref. L.19-2, (c))

Complete one set of letters and forms for each Past Performance reference. Additional space or blank sheets may be added to answer any question.

Transmittal Letter to Accompany Past Performance Questionnaire

FROM: [Insert Company Official Name, Title, and Company Name]
 SUBJECT: Past Performance Questionnaire for Contract(s):

[Insert Company Name] is currently responding to NASA Johnson Space Center’s (JSC’s) Request for Proposal (RFP) for the “Planning and Accelerated Construction” contract. This RFP requires offerors to identify customers and solicit their response regarding [Insert Company Name] performance.

[Insert Company Name] is providing present and past performance data to NASA/JSC relating to our performance on contract [Insert contract name/number] and have identified [Insert name of reference] as the point of contact for this contract.

The RFP instructs that offerors provide customers with the attached questionnaire. Please complete the questionnaire and submit it by **October 1, 2014** directly to the JSC Contracting Officer. The requested data must be submitted via the following methods to:

Preferred: Rose Stokes
Rose.E.Stokes@nasa.gov

Accepted: NASA Johnson Space Center
 BJ3/Rose Stokes
 2101 NASA Parkway
 Houston, TX 77058

The information contained in the completed Past Performance Questionnaire is considered sensitive and cannot be released to [Insert Company Name]. Please direct any questions about the acquisition or the attached questionnaire to the JSC point of contact identified above.

Thank you,
 [Insert Company Official Name and Title]

SECTION I. CONTRACT IDENTIFICATION (To be completed by Offeror)	
1.	Contractor (Company/Division/Mailing Address):
2.	Contractor Cage Code: _____
3.	Contractor Tax ID Number: _____
4.	Contractor DUNS Number: _____
5.	Contract Name: _____
6.	Contract Number: _____
7.	Contract Type: _____
8.	Product/Service Description:
9.	Period of Performance (basic and any options): _____
10.	During this contract period of performance, this firm was the:
	<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Significant Subcontractor <input type="checkbox"/> Team Member <input type="checkbox"/> Other (please describe)
11.	Does a corporate or ownership relationship exist between the contractor being evaluated and your organization?
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, please describe the relationship:
12.	Unusual contract features or conditions (such as contract type, special contract arrangements, technical requirements, etc.):

SECTION II. PAST PERFORMANCE EVALUATION (To be completed by Contract Customer Only)

Based on your knowledge of the contract identified above, please provide your assessment of how well the contractor performed on each of the following questions. It is very important to keep in mind that only performance in the ***past 3 years*** is relevant.

Please rate the contractor as described below. Please give a short narrative as to why you chose the adjective you did, especially for those answers that are other than “satisfactory”.

UNSATISFACTORY (1): Performance does or did not meet most contractual requirements and recovery is not likely or did not occur. The contractual performance contains or contained serious problem(s) for which the contractor’s corrective actions appear ineffective or were ineffective.

MARGINAL (2): Performance does or did not meet some contractual requirements. The contractual performance reflects or reflected serious problem(s) for which the contractor has not yet identified acceptable corrective actions or did not provide acceptable corrective actions.

SATISFACTORY (3): Performance meets or met contractual requirements. The contractual performance reflects or reflected some minor problems. Corrective actions being taken by the contractor appear to be effective or Corrective actions taken were effective.

VERY GOOD (4): Performance meets or met contractual requirements and exceeds or exceeded some of your company’s expectations. The contractual performance reflects or reflected some minor problems and corrective actions being taken by the contractor appear to be effective or Corrective actions taken were effective.

EXCEPTIONAL (5): Performance meets or met contractual requirements and exceeds or exceeded many of your company’s expectations. The contractual performance reflects or reflected few minor problems and corrective actions taken by the contractor appear to be highly effective or corrective actions taken were effective.

N/A: Not applicable or rater has not observed performance in this area.

CONSTRUCTION

MANAGEMENT:

For Construction, Please Rate the Overall Performance of Each Contractor Project Management Team Member

Project Manager	1	2	3	4	5	N/A
Safety Manager	1	2	3	4	5	N/A
Quality Control Manager	1	2	3	4	5	N/A
Superintendent	1	2	3	4	5	N/A

Additional Comments: _____

For Construction, Please Rate the On-Site Accessibility of Each Contractor Project Management Team Member

Project Manager	1	2	3	4	5	N/A
Safety Manager	1	2	3	4	5	N/A
Quality Control Manager	1	2	3	4	5	N/A
Superintendent	1	2	3	4	5	N/A

Additional Comments: _____

For Construction, Please Rate the Responsiveness of the Contractor’s Project Management Team in the following areas:

1 2 3 4 5 N/A

Additional Comments: _____

For Construction, Please Rate the Contractor’s Management Abilities in the following areas:

Ability to Resolve Problems without Customer Direction/Intervention	1	2	3	4	5	N/A
Ability to Manage and Control Employee Access to Restricted Areas	1	2	3	4	5	N/A
Ability to Manage Project with Special Access Requirements	1	2	3	4	5	N/A
Contractor Performs Work in Occupied Areas with Little or No Disruption to Occupants	1	2	3	4	5	N/A

Additional Comments:

OVERALL MANAGEMENT	1	2	3	4	5	N/A
---------------------------	----------	----------	----------	----------	----------	------------

CONTRACT ADMINISTRATION:

For Construction, Please Rate the Contractor’s Contract Administration Abilities:

Ability to Obtain and Maintain Required Payment And Performance Bonds Throughout Contract Performance	1	2	3	4	5	N/A
Compliance with Contract Insurance Requirements	1	2	3	4	5	N/A
Prompt Payment of Subcontractors/ Suppliers on a Regular Basis	1	2	3	4	5	N/A
Quick Resolution of Subcontractor/ Supplier Non-Payment Issues (if applicable)	1	2	3	4	5	N/A

Additional Comments:

OVERALL CONTRACT ADMINISTRATION:

1 2 3 4 5 N/A

End of Construction

DESIGN-BUILD AND DESIGN:

DESIGN-BUILD

For Design-Build, Please Rate the Contractor’s Effectiveness in the Following Areas:

Ability to meet proposed schedules and effectiveness/efficiency in the pursuit of concurrent design and construction activities	1	2	3	4	5	N/A
Delivering as-built construction that satisfied all approved design requirements and intents	1	2	3	4	5	N/A
Internal inspection, testing and quality control procedures in delivering first time quality products	1	2	3	4	5	N/A
Maintaining control of project costs without compromising technical requirements or owner’s documented expectations	1	2	3	4	5	N/A
Value engineering opportunities, recommendations, and results	1	2	3	4	5	N/A

Additional Comments:

DESIGN SERVICES

For Design, Please Rate the Contractor’s Effectiveness in the Following Areas:

A/E’s ability to identify and resolve design issues expeditiously	1	2	3	4	5	N/A
A/E’s responsiveness to design review questions	1	2	3	4	5	N/A
Overall accuracy, completeness and coordination of final design documents (Quality)	1	2	3	4	5	N/A

A/E's ability to provide detailed, accurate cost estimates	1	2	3	4	5	N/A
Overall quality, responsiveness and timeliness of A/E follow-on construction support services	1	2	3	4	5	N/A
How would you rate the A/E's ability to control project cost?	1	2	3	4	5	N/A

Additional Comments:

OVERALL DESIGN-BUILD/DESIGN

1 2 3 4 5 N/A

End of Design-Build and Design

STRATEGIC PLANNING

For Strategic Planning, Please Rate the Contractor’s Effectiveness in the Following Areas:

Ability to identify and resolve project conflicts	1	2	3	4	5	N/A
Responsiveness to customer concerns	1	2	3	4	5	N/A
Ability to provide budget cost estimates	1	2	3	4	5	N/A
Ability to develop innovative solutions to meet the customer’s needs	1	2	3	4	5	N/A
Ability to control project cost	1	2	3	4	5	N/A

Additional Comments:

OVERALL STRATEGIC PLANNING

1 2 3 4 5 N/A

End of Strategic Planning

HISTORIC PRESERVATION

For Historic Preservation, Please Rate the Contractor’s Effectiveness in the Following Areas:

Quality and depth of research on a property to develop a determination of eligibility	1	2	3	4	5	N/A
Quality of final report in terms of submission to State Historic Preservation Officer (SHPO)	1	2	3	4	5	N/A
Ability to identify and notify the customer of issues found during their research that had potential impact upon the undertaking or would have been significant in terms of SHPO concurrence	1	2	3	4	5	N/A
Creativity of mitigation ideas	1	2	3	4	5	N/A

Additional Comments:

OVERALL HISTORIC PRESERVATION

1	2	3	4	5	N/A
----------	----------	----------	----------	----------	------------

End of Historic Preservation

GENERAL

Please Rate the Contractor’s overall skill level and technical competence of personnel.

1 2 3 4 5 N/A

Please Rate the Contractor’s ability to effectively coordinate, integrate and manage their consultants/subcontractors/team

1 2 3 4 5 N/A

Additional Comments:

TECHNICAL:

Please Rate the Contractor’s Ability to Provide Adequate Resources to Successfully Perform the Work:

1 2 3 4 5 N/A

Additional Comments:

Please Rate the Contractor’s Ability to Comply With the Technical Requirements of the Contract:

1 2 3 4 5 N/A

Additional Comments:

Please Rate the Contractor’s Ability to provide Complete, Accurate, Timely Submission of Contract Deliverables that Met Specified Requirements:

1 2 3 4 5 N/A

Additional Comments:

OVERALL TECHNICAL 1 2 3 4 5 N/A

SCHEDULE:

Please Rate the Effectiveness of the Contractor’s Adherence to Schedules and Completion Dates:

Contractor Develops and Adheres to Schedules 1 2 3 4 5 N/A

Contractor Meets Contractual Completion Dates For Performance 1 2 3 4 5 N/A

Additional Comments:

OVERALL SCHEDULE 1 2 3 4 5 N/A

SAFETY AND ENVIRONMENTAL:

Please Rate the Effectiveness of the Contractor’s Safety Program:

Contractor Understands and Complies With Contract Safety Requirements 1 2 3 4 5 N/A

Job Site Safety and Health Practices Were Well Controlled and Managed 1 2 3 4 5 N/A

Accidents/Incidents Were Reported, Investigated, and Appropriate Corrective Actions Were Taken 1 2 3 4 5 N/A

Subcontractors' Safety and Health Practices Were Controlled and Managed Effectively By the Prime Contractor 1 2 3 4 5 N/A

Additional Comments:

Please Rate the Contractor's Compliance with Environmental Regulations/Laws:

1 2 3 4 5 N/A

Additional Comments:

OVERALL SAFETY AND ENVIRONMENTAL

1 2 3 4 5 N/A

QUALITY:

Please Rate the Effectiveness of the Contractor's Quality Program:

1 2 3 4 5 N/A

Additional Comments:

OVERALL QUALITY	1	2	3	4	5	N/A
------------------------	----------	----------	----------	----------	----------	------------

Has the contractor's performance required the issuance of any cure notices/show cause, or terminations for cause or for default? YES NO N/A

(If YES, Please Explain)

Would you select this Contractor again? YES NO

(Please Elaborate)

ANY ADDITIONAL COMMENTS/REMARKS:

End of General

SECTION III. RESPONDENT INFORMATION (To be completed by Contract Customer Only)

- A. Name of Evaluator: _____

- B. Agency/Company Name and Mailing Address:

- C. Position Title: _____
- D. Role in the Program/Contract: _____
- E. Telephone Number: _____
- F. Facsimile Number: _____
- G. E-Mail Address: _____
- H. Length of Involvement in Program/Contract: _____
- I. Date Questionnaire Completed: _____

Signature

Date

L.20 ATTACHMENT 4 – MODEL TASK ORDER SOLICITATION

SECTION 1 – DESCRIPTION OF WORK AND TRANSACTIONS

The Contractor shall provide all labor, materials, equipment, supervision and all other resources necessary for the performance of the Design-Build project entitled “Remodel Gilruth Shower Rooms” at Johnson Space Center. All work shall be accomplished in accordance with the Terms and Conditions of the Master Contract and this Task Order.

This Design-Build project involves the following:

CLIN 1 - BASE BID

Renovate and reconfigure the Men's and Women's shower area of the Gilruth Center B207. The purpose of this remodel is to build individual private shower stalls and dry changing areas with benches, increase floor drainage, build a custodial closet to store cleaning equipment and supplies and change lighting configuration. The contractor shall provide a set of construction drawings stamped by the PE registered in the state of Texas and perform all necessary construction activities to complete this remodel.

Architectural

Renovate rooms 145B & 145BA to include 10 shower rooms with individual dry areas and equipment closet, and room 121A to include 10 shower rooms with individual dry areas.

- Each shower stall should be designed larger allowing space for wet and dry area separated by door with curb.
- The dry area should include a bench and hook.
- Proposed design layouts shall comply with ADA.
- Remove and replace Gypsum Board walls inside working area as required during design.
- Remove all existing plumbing fixtures and accessories in room 145BA & 121A.
- Install new Gypsum Board walls, as required during design. Cement board shall be used in lieu of gypsum board in wet areas.
- Room 145B & 145BA dimensions are 23'-0" x 18'-0" (+/-), the existing Gypsum Board ceiling height is 8'-11".
- Room 121A dimensions are 21'-5" x 18'-0" (+/-). The existing Gypsum Board ceiling height is 8'-11".
- Provide and install new (10) shower plumbing fixtures, accessories, (10) benches in room area 145B & 145BA.
- Provide and install new (10) shower plumbing fixtures, accessories, (10) benches in room area 121A.
- Paint, patch and repair existing Gypsum Board walls as required during design in all working area.
- Repair existing and install new 4"x4" ceramic wall tile with accent patterns to match existing in all working area as required.
- Repair existing 2"x2" floor tile with 1"x1" mosaic tile accent patterns as required in all working area.
- Repair existing Gypsum Board ceiling as required in all working area.

Mechanical

Room 145B & 145BA:

- Disconnect and remove twelve (12) existing shower heads with related mixing valves and hot/cold water chase pipes. Pipes running above false ceiling to remain.
- Disconnect and remove three (3) floor drains with related 6" and 3" below grade pipes.
- Disconnect and remove two (2) 3" vertical vent pipe.
- Supply and install new 3" vent pipe, total run approximately 60 feet.
- Supply and install eight (8) new head showers with mixing valves. New ½" hot/cold copper pipe drops.
- Supply and install 2 (two) new head showers with mixing valves per ADA height requirements. New ½" hot/cold copper pipe drops.
- Supply and install 10 (ten) shower grate trench stainless steel drains.
- The fire suppression is to be modified to properly cover the space in accordance with NFPA 13 and JSC 8719.11A code requirements. Design and installation shall be performed by a certified Fire Protection Company.

Room 121A:

- Disconnect and remove ten (10) existing shower heads with related mixing valves and hot/cold water chase pipes. Pipes running above false ceiling to remain.
- Disconnect and remove ten (10) floor drains with related 6" and 3" below grade pipes.
- Supply and install new 3" vent pipe, total run approximately 60 feet.
- Supply and install eight (8) new head showers with mixing valves. New ½" hot/cold copper pipe drops.
- Supply and install 2 (two) new head showers with mixing valves per ADA height requirements. New ½" hot/cold copper pipe drops.
- Supply and install 10 (ten) shower grate trench stainless steel drains.

Electrical

Room 145B & 145BA:

- This task consists of providing one new NEMA 5-20R GFCI receptacle in room 145B, east wall. Extend circuit LVA-13 to power the new receptacle using 3#12 THHN in ¾" EMT. Run approx. 20'.

Room 121A:

- No electrical work is required in room 121A.

SECTION 2 - CONTRACT TERMS AND CONDITIONS

2.1 FIRM-FIXED PRICE

Total

CLIN 1 – Base Offer

\$ _____

The Total Firm-Fixed Price of this Task Order (CLIN 1) is

\$ _____

2.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10 calendar days** after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **119 Calendar Days After The Notice To Proceed**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

2.3 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$375.44** for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

2.4 PRINCIPAL PLACE OF PERFORMANCE

The effort required under this task order shall be performed at NASA Johnson Space Center, Houston, Texas.

(End of clause)

2.5 FILL-INS FOR FAR 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JULY 1995), INCORPORATED BY REFERENCE:

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

MATERIAL (IF NONE, STATE SO)	Identification No.

2.6 CONTRACT ADMINISTRATION DATA

A. SUBMISSION OF INVOICES - PROGRESS PAYMENTS AND CORRESPONDENCE_

1) Addressing Invoices - Progress Payments:

The request for progress payments shall cite the contract number, task order number **NNJ15JG01T**, the total amount of the contract through the last modification, and the amount of payment requested. All progress payments shall be submitted via e-mail to the following:

1. NSSC – FMD Accounts Payable
 Bldg. 1111, C. Road
 Stennis Space Center, MS 39529
 Fax: 866-209-5415
 Email: NSSC-AccountsPayable@nasa.gov

2. NASA Johnson Space Center
 Dawn Alexander
 Mail code: BJ6
 2101 NASA Parkway
 Houston, TX 77058-3696
dawn.alexander-1@nasa.gov

In the event that amounts are withheld from payment in accordance with provisions of this contract, the amount withheld must be included on a future billing before payment for that amount may be made.

THE TIME OF 14 DAYS FOR PAYMENT SHALL BEGIN WHEN INVOICE IS RECEIVED AT THE DESIGNATED ADDRESS (Address 1) ABOVE.

2) Addressing Correspondence:

The Contractor shall submit all correspondence required under the task order electronically and clearly marked with the assigned Government Contract Number and Task Order Number **NNJ15JG01T**.

The electronic correspondence shall be addressed to the Contracting Officer's Representative's (COR) as follows:

NASA Johnson Space Center
 Attn: Jeffry White
 Mail Code: JM411
 2101 NASA Parkway
 Houston, TX 77058-3696
Jeffry.m.white@nasa.gov

An electronic copy of **ALL CORRESPONDENCE** shall also be transmitted directly to the Contract Specialist – Dawn Alexander/BJ6.

3) Technical Data:

The Contractor shall submit copies of all shop drawings, test reports, equipment data sheets, and any other technical data along with their transmittal sheet(s), JSC Form 262 (August 1, 1993). All samples shall be forwarded to the COR and shall clearly indicate the Government assigned contract number and task order number. All copies and samples shall be submitted in accordance with Section 01 33 00 of the Specifications (See Section 3 - Attachment 3.3.1).

(End of clause)

2.7 PROJECT SPECIFIC SAFETY AND HEALTH PLAN REQUIREMENTS

The awardee, as an addendum to its Safety and Health Plan in the basic contract, shall submit a Project Specific Safety and Health Plan to the JSC Contracting Officer prior to issuance of the Notice to Proceed. The Project Specific Safety and Health Plan shall be completed in accordance with this clause; Specification Section 01 41 00.00 80, Contractor Safety and Health Program; and the JSC Safety and Health Handbook, JPR 1700.1, at <http://jschandbook.jsc.nasa.gov/>. Approval by the authorized NASA officials is required prior to the commencement of work.

- (a) Reference NPR 8715.3, NASA General Safety Program Requirements. 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/task order.

Work shall not begin until the Safety and Health Plan is approved by NASA's Safety and Health Officials.

A letter from the Contractor stating compliance with these provisions is not acceptable.

(End of clause)

SECTION 3 – ATTACHMENTS

3.1 GENERAL DECISION NUMBER: TX140092 (DAVIS-BACON WAGE DETERMINATION)

3.2 PROJECT SPECIFIC SAFETY AND HEALTH PLAN (INCORPORATED UPON APPROVAL AFTER AWARD OF TASK ORDER)

3.3 SPECIFICATIONS AND DRAWINGS

SECTION 3 – ATTACHMENTS

3.1 GENERAL DECISION NUMBER: TX140092 (DAVIS-BACON WAGE DETERMINATION)

General Decision Number: TX140092 09/05/2014 TX92

Superseded General Decision Number: TX20130092

State: Texas

Construction Type: Building

County: Harris County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories). (Use current highway general wage determination for Paving & Utilities incidental to Building Construction for Harris County)

Modification Number	Publication Date
0	01/03/2014
1	01/31/2014
2	05/09/2014
3	07/18/2014
4	08/01/2014
5	09/05/2014

ASBE0022-002 03/01/2014

	Rates	Fringes
ASBESTOS WORKER/INSULATOR (Including application of all insulating materials, protective coverings, coatings and finishing to all type of mechanical systems).....	\$ 20.75	9.85

BOIL0074-002 01/01/2013

	Rates	Fringes
BOILERMAKER.....	\$ 22.71	20.63

CARP0551-001 04/01/2014

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Work).....	\$ 21.97	7.98

ELEC0716-002 08/29/2011

	Rates	Fringes
ELECTRICIAN (Including Pulling Wire and Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones, and Computers.).....	\$ 27.65	7.70

 ELEV0031-001 01/01/2013

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 37.545	25.185+a

FOOTNOTES: A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

 PLAS0079-001 07/01/2004

	Rates	Fringes
PLASTERER.....	\$ 19.42	1.00

 * PLUM0068-003 10/01/2013

	Rates	Fringes
Plumbers (Excluding HVAC Pipe)...	\$ 31.30	9.49

 PLUM0211-004 10/01/2013

	Rates	Fringes
Pipefitters (HVAC Pipe Only).....	\$ 29.39	10.31

 SFTX0669-001 07/01/2013

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 26.36	16.62

 * SHEE0054-004 07/01/2014

	Rates	Fringes
Sheet metal worker (Including HVAC Duct and System Installation).....	\$ 25.67	12.39

SUTX2005-010 03/24/2005		
	Rates	Fringes
Asbestos Abatement Worker (Ceilings, Floors, & Walls Only).....	\$ 14.00	0.00
BRICKLAYER.....	\$ 18.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 12.83	0.00
DRYWALL FINISHER/TAPER.....	\$ 12.13	1.01
DRYWALL HANGER, Includes Metal Stud Installation.....	\$ 12.96	1.59
Formbuilder/Formsetter.....	\$ 11.82	0.00
GLAZIER.....	\$ 14.92	2.78
INSULATOR -BATT AND FOAM.....	\$ 10.00	0.00
Ironworkers:		
Reinforcing.....	\$ 12.06	0.00
Structural.....	\$ 15.68	0.00
Laborers:		
Common.....	\$ 9.29	0.00
Mason Tender Brick.....	\$ 10.13	0.00
Mason Tender Cement.....	\$ 9.86	0.00
Pipelayer.....	\$ 12.35	0.00
Plaster Tender.....	\$ 12.90	2.51
LATHER.....	\$ 16.90	3.61
Painter (Brush, Roller, and Spray).....	\$ 11.17	0.00
Pipefitters (Excluding HVAC Pipe).....	\$ 19.20	8.23
POWER EQUIPMENT OPERATOR:		
Asphalt Paver.....	\$ 13.50	0.25
Backhoe.....	\$ 12.54	0.00

Crane.....	\$ 17.95	3.56
Forklift.....	\$ 15.46	5.15
Slab & Wall Saw.....	\$ 15.54	3.83
ROOFER.....	\$ 11.51	0.57
TILE FINISHER.....	\$ 12.00	0.43
TILE SETTER.....	\$ 15.70	1.09
TRUCK DRIVER.....	\$ 10.78	1.57

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the

rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.



END OF GENERAL DECISION

SECTION 3 – ATTACHMENTS**3.2 PROJECT SPECIFIC SAFETY AND HEALTH PLAN (INCORPORATED INTO CONTRACT UPON APPROVAL BY NASA’S SAFETY AND HEALTH OFFICIALS)****3.3 SPECIFICATIONS AND DRAWINGS**

The specifications and drawings for the “Remodel Gilruth Shower Rooms” are hereby incorporated by reference.

- 3.3.1 REMODEL GILRUTH SHOWER ROOMS SPECS**
- 3.3.2 MEN’S SHOWER ROOM FLOORPLAN**
- 3.3.3 WOMEN’S SHOWER ROOM FLOORPLAN**
- 3.3.4 EXISTING NASA DWG FOR REF-A-207-2A**
- 3.3.5 EXISTING NASA DWG FOR REF-A-207-26**
- 3.3.6 EXISTING NASA DWG FOR REF-E-207-8**
- 3.3.7 EXISTING NASA DWG FOR REF-E-207-10**
- 3.3.8 EXISTING NASA DWG FOR REF-E-207-12**
- 3.3.9 EXISTING NASA DWG FOR REF-E-207-16**
- 3.3.10 EXISTING NASA DWG FOR REF-E-207-18**
- 3.3.11 EXISTING NASA DWG FOR REF-M-207-1**
- 3.3.12 EXISTING NASA DWG FOR REF-M-207-3**
- 3.3.13 EXISTING NASA DWG FOR REF-M-207-5**
- 3.3.14 EXISTING NASA DWG FOR REF-M-207-15**
- 3.3.15 EXISTING NASA DWG FOR REF-M-207-17**
- 3.3.16 EXISTING NASA DWG FOR REF-M-207-18**
- 3.3.17 INTERIOR MEN’S LOCKER ROOM – EXISTING**
- 3.3.18 INTERIOR MEN’S SHOWER ROOM – EXISTING 1**
- 3.3.19 INTERIOR MEN’S SHOWER ROOM – EXISTING 2**
- 3.3.20 INTERIOR WOMEN’S SHOWER ROOM - EXISTING**

SECTION 4 – INSTRUCTIONS TO OFFERORS

4.1 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS (MAY 2014)

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American—Construction Materials” (Federal Acquisition Regulation (FAR) clause [52.225-9](#)).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR [52.225-9](#) in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR [52.225-9](#).

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

(d) Alternate offers.

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

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

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

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of provision)

4.2 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

4.3 52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section [33.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

**Diana DeNardo/BJ3
NASA Johnson Space Center
2101 NASA Parkway
Houston, TX 77058**

(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)

4.4 52.236-28 PREPARATION OF PROPOSALS-CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms; and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require Offerors to submit proposed prices for one or more items on various bases, including-

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, Offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

4.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

NOTICE: The following provisions are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

<u>Provision No.</u>	<u>Title</u>
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (JAN 2004)
52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999): <ul style="list-style-type: none"> - Goals for minority participation for each trade: <u>27.3% for Houston, TX and 45.9% for Las Cruces, NM</u> - Goals for female participation for each trade: <u>6.9%</u>

(End of provision)

4.6 1852.228-73 BID BOND (OCTOBER 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)

4.7 1852.233-70 PROTESTS TO NASA (OCTOBER 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)

4.8 1852.236-74 MAGNITUDE OF REQUIREMENT (DECEMBER 1988)

The Government estimated price range of this project is between \$100,000 and \$250,000.

(End of provision)

4.9 52.215-109 PROPOSAL MARKING AND DELIVERY (AUG 2012) (JSC Procurement Instruction)

(a) Methods of Proposal Delivery

Proposals shall be delivered to the designated proposal receiving office by one of the following methods:

- U.S. Postal Service
- Commercial Delivery Service
- Delivery by company employee or other individual agent

Regardless of the method of delivery chosen, the Offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the Standard Form.

(b) External Marking of Proposal Package(s)

All proposal packages must be closed, sealed, and marked in large letters “**PROPOSAL – DELIVER UNOPENED**”. Proposals packages must include the solicitation number, the contracting officer’s name, mail code/stop, and the Offeror’s name and address clearly marked on the outside of the package.

The Offeror shall include a notice on the cover of the proposal package as follows:
 “NOTICE: THIS PROPOSAL MUST BE DELIVERED TO THE SPECIFIED ADDRESS NO LATER THAN (OFFEROR—ENTER DATE AND TIME).”

(c) Delivery Address

Proposals must be delivered to:

NASA Johnson Space Center
 Attention: Rose Stokes/BJ3
 Central Receiving, Bldg 420
 2101 NASA Parkway
 Houston, TX 77058-3696

JSC Central Receiving can only be accessed through JSC Gate 4, which is located off Space Center Boulevard. The Offeror is strongly encouraged to notify the Contracting Officer one day in advance of the proposal submission. Proposals will be considered to be timely if the proposal package arrives in Building 420 by the due date and time.

(End of provision)

4.10 COMMUNICATIONS REGARDING THIS SOLICITATION

(a) Questions and comments regarding this solicitation shall be submitted in writing via e-mail, cite the solicitation number, and be directed to the following Government Representative:

Name: Rose Stokes	Phone: 281-244-1450
Address: 2101 NASA Parkway	
Mail Code: BJ3	Email: Rose.e.stokes@nasa.gov
Houston, TX 77058-3696	

Oral questions and those submitted by facsimile will not be answered.

Questions regarding this solicitation are due to the Government Representative no later than August 15, 2014, at 2:00 p.m. Local Time.

(b) Questions and comments must be submitted by the date above to allow for analysis and dissemination of responses. Late questions and comments are not guaranteed a response prior to the proposal due date. The Contracting Officer will issue an amendment to this solicitation to answer questions. Offerors are ENCOURAGED to submit questions **prior to** the Pre-proposal Conference/Site Visit.

(End of provision)

4.11 PRE-PROPOSAL CONFERENCE AND SITE VISIT

(i) 1852.215-77 PREPROPOSAL/PRE-BID CONFERENCE (DECEMBER 1988)

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

Date: **Tuesday, August 5, 2014**
 Time: **9:00 a.m.**
 Location: **Gilruth Center, The Alamo Ballroom - NASA Johnson Space Center Houston, TX 77058**

Other Information, as applicable:

All Offerors shall limit its attendees to this Pre-Proposal Conference and Site Visit to **five (5) individuals** representing the contractor’s project team.

Offerors are advised to notify the specified Government Representative by e-mail no later than **two (2) days before** the Pre-Proposal Conference/Site Visit to confirm attendance and specify the names of the attendees from their respective companies. The e-mail shall contain the legal name of the individual as listed on their Driver’s License, and shall specify if the individual is a U.S. citizen. If the Offeror fails to contact the Government Representative listed under 4.10 “Communications Regarding This Solicitation” two (2) days before the Pre-Proposal Conference/Site Visit, **clearance will not** be granted to the individual to attend the Pre-Proposal Conference/Site Visit.

On the day of the Pre-Proposal Conference/Site Visit, Offerors must report to Building 110 for badging and clearance. Specify to the attendant in Building 110 that you are attending the Pre-Proposal Conference for this project and ask that the Contract Specialist (**Rose Stokes, 281-244-1450**) be contacted for clearance onto the site. You may need to provide the solicitation number for this procurement to the security office.

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

(End of provision)

(ii) **SITE VISIT:** As a reminder, the clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, are included in the master contract awarded as a result of the master contract solicitation. As such, Offerors proposing on this task order solicitation are urged and expected to inspect the site where the work will be performed.

An organized site visit has been scheduled for **August 5, 2014 following the pre-proposal conference.**

(End of provision)

4.12 SUBMISSION OF OFFERS

Proposals are due **no later than 2:00 p.m. Local Time on October 1, 2014.**

Proposals shall be marked and delivered in accordance with 4.9 Proposal Marking and Delivery.

(End of provision)

4.13 PROPOSAL REQUIREMENTS

4.13.1 BID BOND

A **bid bond is required** for the Task Order and must be submitted in hardcopy form with the Offerors’ proposal in accordance with NFS 1852.228-73. The original bond shall be clearly marked as “original” with a raised seal. A single bond may be supplied.

4.13.2 PRICE

Offerors shall complete the Pricing Form in L.20 Attachment 5 – Model Task Order Pricing Form, for the prime and any subcontractors for the base offer and the option(s), if any. The offeror shall submit a Pricing Form for each CLIN(s) stated in the Task Order. Offerors shall propose on all CLINs; **partial proposals or alternate proposals will not be accepted**. Pricing shall be consistent with the fully burdened labor rates proposed in contract Section B. The pricing forms shall be signed by an individual authorized to bind your company.

4.13.3 EXECUTED STANDARD FORM 1442 AND COMPLETED TASK ORDER FILL-INS

Offerors shall submit a fully executed hard copy of Standard Form 1442 with their proposals executed by an official authorized to bind their company. In addition, Offerors shall complete all applicable fill-ins in “Section 2 – Contract Terms and Conditions” of the Task Order and submit these fill-ins to the Government electronically.

(End of provision)

4.14 PROPOSAL EVALUATION

The Government intends to award the Task Order **without discussions**. Therefore, the offeror’s initial proposal should contain the offeror’s best terms. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. Proposals will be evaluated based on the criteria below.

4.14.1 BID BOND

The Offerors’ proposal will be evaluated to ensure that a bid bond was submitted in accordance with NFS 1852.228-73, Bid Bond. The original bond shall be clearly marked as “original” with a raised seal.

4.14.2 PRICE

This is a firm fixed price Task Order.

The Offerors’ proposed price for this Task Order will be evaluated for price reasonableness to ascertain if the proposed price is reasonable for the work to be performed and reflect an understanding of the Task Order requirements.

A price analysis will be conducted in accordance with FAR 15.305(a) (1). Price analysis is described at FAR 15.404-1(b). This analysis is done to ensure that the proposed prices are reasonable for the amount and type of work performed.

4.14.3 EXECUTED STANDARD FORM 1442 AND COMPLETED TASK ORDER FILL-INS

The Government will evaluate the Offerors proposal to ensure a fully executed Standard Form 1442 was submitted and executed by an official authorized to bind your company. In addition, the Offeror’s proposal will be evaluated to ensure that all applicable fill-ins have been completed.

(End of provision)

(END TASK ORDER SOLICITATION)

L.20 ATTACHMENT 5 – MODEL TASK ORDER PRICING FORM

L.20 ATTACHMENT 6 – SAMPLE TASK (For pricing purposes only)Historic Survey and Evaluation of Building 49

The contractor shall provide a comprehensive historic survey and evaluation of Building 49, Vibration and Acoustic Test Facility that is in keeping with the guidance outlined in National Register Bulletin 24: "Guidelines for Local Surveys"; Include recommendations for National Register of Historic Places eligibility, applying the National Register criteria; Perform research to develop a comprehensive historic recordation that meets historic preservation standards; Conduct interviews with Facility Managers and selected personnel regarding the history and uses of the facility; Develop and execute a mitigation plan for the preservation of the facility in coordination with the JSC Historic Preservation Officer (HPO); Coordinate with the JSC HPO for photographic and geographic information system (GIS) support. The contractor shall design historic recordation and mitigation so that it may be placed on the JSC Historic Preservation Website. The contractor shall develop a landscape plan for green space or natural landscape should the facility be demolished. Landscape shall be suitable for the Historic District.

L.20 ATTACHMENT 7 – SAMPLE TASK PRICING FORM

L.20 ATTACHMENT 8 – IDIQ EXCEL PRICING MODEL

L.20 ATTACHMENT 9 – OVERHEAD AND G&A TEMPLATES

L.20 ATTACHMENT 10 – SAMPLE CONSENT LETTER

|

PAST PERFORMANCE CONSENT LETTER

SUBCONTRACTOR/TEAMING PARTNER/AFFILIATED COMPANY CONSENT FORM FOR THE RELEASE OF PAST AND PRESENT PERFORMANCE INFORMATION TO THE PRIME CONTRACTOR

[Past performance information concerning key personnel, subcontractors, teaming partners, and affiliated companies cannot be disclosed to a private party without the subcontractor's, teaming partner's, or affiliated company's consent. Because a prime contractor is a private party, the Government will need that consent before disclosing subcontractor/teaming partner/affiliated company past and present performance information to the prime during exchanges. In an effort to assist the Government in assessing your past performance relevancy and confidence, we request that the following consent form be completed by the major subcontractors/teaming partners/affiliated companies identified in your proposal. The completed consent forms should be submitted as part of your Past Performance Volume]

SAMPLE

Dear (Contracting Officer)

We are currently participating as a (key personnel, subcontractor/teaming partner/affiliated company) with (prime contractor or name of entity providing proposal) in responding to the NASA, Johnson Space Center, Request for Proposal (solicitation number) for the (program title or description of effort).

We understand that the Government is placing increased emphasis on past performance in order to obtain best value in source selections. In order to facilitate the performance confidence assessment process, we are signing this consent form to allow you to discuss our past and present performance information with the prime contractor during the source selection process.

(Signature and Title of individual who has the authority to sign for and legally bind the company)

Company Name:

Address:

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 GENERAL

Proposals will be evaluated by the evaluation team in accordance with applicable regulations, which include the FAR and the NFS. The evaluation team will perform the evaluation activities and will report its findings to the Source Selection Authority (SSA) who is responsible for making the source selection decision. Acceptable offers will be evaluated against the evaluation factors and sub-factors as set forth in paragraph M.3 below. Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. Incomplete proposals may be a basis for determination of unacceptability of the proposal and removal of the proposal from consideration.

(End of provision)

M.2 AWARD WITHOUT DISCUSSIONS

This procurement will be conducted utilizing the performance price trade-off process. In accordance with the Instructions to Offerors-Competitive Acquisition provision, (FAR 52.215-1) of this solicitation, the Government intends to evaluate proposals and award a contract **without discussions** with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(End of provision)

M.3 EVALUATION FACTORS AND THEIR RELATIVE IMPORTANCE

Pass/Fail – Technical Proposal
Factor 1 – Past Performance
Factor 2 – Price

For those offerors who are determined to be technically acceptable (i.e. pass the Technical Proposal Factor), tradeoffs will be made between past performance and price. Past Performance is significantly more important than Price.

(End of provision)

M.4 METHODOLOGY USED FOR PROPOSAL EVALUATION

A. General

The Government will evaluate for unacceptable proposals in accordance with NFS 1815.305-70, Identification of Unacceptable Proposals. The Government will also check Offerors against the "System for Award Management (SAM)" to ascertain whether the firm is excluded from Federal Procurement and Non-Procurement Programs. Offerors whose proposals are found to be unacceptable or who are excluded from Federal Procurement and Non-Procurement Programs will be eliminated from the competition without further consideration.

The remaining proposals will be reviewed for compliance with solicitation instructions. The remaining proposals will first be evaluated against the Technical Acceptability Factor. All “Acceptable” and “Potentially Acceptable” proposals will be evaluated against Past Performance, and Price Factors. At the completion of the evaluation against the Past Performance, and Price Factors, the Government may elect to award a contract without discussions to the technically “Acceptable” Offeror(s) who represents the best value as described below.

“Acceptable” Rating – A proposal will be rated “acceptable” under the Technical Proposal Evaluation Factor, when ALL baseline requirements specified therein are individually rated acceptable based on the level of completeness and reasonableness, such that associated risks do not jeopardize an acceptable level of contract performance.

“Unacceptable” Rating - A proposal will be rated “unacceptable” under the Technical Proposal Evaluation Factor, when ANY baseline requirement specified therein is individually rated unacceptable based on the level of completeness and reasonableness, such that associated risks jeopardize an acceptable level of contract performance.

“Potentially Acceptable” Rating – A proposal will be rated “potentially” acceptable” under the Technical Proposal Evaluation Factor, when ANY of the baseline requirements specified therein does not fully meet the definition for an “acceptable” or “unacceptable” rating and the Government anticipates that the provision of additional information during discussions could result in a proposal rating of “acceptable”.

B. Technical Proposal Evaluation

(a) Technical Proposal Evaluation (Pass/Fail)

Technical acceptability will be assessed on the baseline requirements identified below (i, ii, and iii). The evaluation of technical acceptability will be based on a pass/fail basis with assigned ratings of Acceptable (A), Potentially Acceptable (PA), or Unacceptable (U). All subfactors must be passed to be rated Technically Acceptable.

(i) Bonding Capacity

The offerors’ bonding documentation will be reviewed to ensure that the Offeror has submitted sufficient and verifiable data that validates the offerors ability to meet the requirements of FAR 52.228-15 and the bonding capacity (\$1M per project; \$3M aggregate). Offerors with insufficient bonding capacity will be deemed Unacceptable.

(ii) Registered Professional Engineer

The Name and License # of the offeror’s proposed registered Professional Engineer(s) will be reviewed and checked against the respective states’ (Texas/New Mexico) databases, to ensure validity. Offerors without a registered Professional Engineer(s) capable of stamping and sealing design documents in the states of Texas and New Mexico will be deemed Unacceptable.

(iii) Cultural Resource Management Certification

The Cultural Resource Management Certification Document (diploma/certificate/degree) will be reviewed to ensure that the offeror’s proposed individual has received the required level of Cultural Resource Management certification. Offerors without an individual certified in Cultural Resource Management capable of making historic determinations under the National Historic Preservation Act (NHPA) will be deemed Unacceptable.

C. Past Performance Evaluation:

NASA will utilize the information submitted in response to instructions in L.19-2, PAST PERFORMANCE INFORMATION – VOLUME II, including any additional sources of information available to it. Past performance will be evaluated to assess the recency of performed work and the relevancy to the types of effort and types of requirements in the solicitation. The Government will assign an overall Performance Confidence Assessment rating to the offeror’s proposal as follows:

- (a) An assessment of recency will be performed.

Construction - Performance occurring within the last 3 years of the date of the solicitation, except that ongoing contracts/task orders must have received “notice to proceed” no less than three (3) months from issuance of the Government’s RFP.

Non-Construction - Performance occurring within the last 3 years of the date of the solicitation, except that ongoing contracts/task orders must have begun no less than three (3) months from issuance of the Government’s RFP.

- (a) An assessment of relevancy will be performed. For purposes of this procurement, relevancy will be assessed using the following definitions.

- (i) Relevancy is defined as:

Performance efforts involving requirements that are similar or greater in scope, magnitude (\$100K to \$1M), and complexity to the requirements described in this solicitation (including Section C, Scope of Work, and L.20, Attachment 1, Government Project Summary).

- (ii) The following table provides relevancy rating definitions that will be used:

Relevancy Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same technical content, magnitude of effort, and complexities this solicitation requires.
Relevant	Present/past performance effort involved much of the same technical content, magnitude of effort, and complexities this solicitation requires.

Somewhat Relevant	Present/past performance effort involved some of the same technical content, magnitude of effort, and complexities this solicitation requires.
Not Relevant	Present/past performance effort did not involve any of the technical content, magnitude of effort, and complexities this solicitation requires.

- (b) The Government will integrate the recency and relevancy assessments with the past performance assessment to assign an overall Performance Confidence Rating. Offerors with no relevant past or present performance history or whose record is so limited that no confidence assessment rating can be reasonably assigned shall receive the rating of "Neutral", meaning the rating is treated as neither favorable nor unfavorable. The following table provides rating definitions that will be used:

CONFIDENCE RATING	DEFINITIONS
<u>Very High Level of Confidence</u>	The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort. ** (One or more significant strengths exist. No significant weaknesses exist.)
<u>High Level of Confidence</u>	The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort. ** (One or more significant strengths exist. Strengths outbalance any weakness.)
<u>Moderate Level of Confidence</u>	The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort. ** (There may be strengths or weaknesses, or both.)
<u>Low Level of Confidence</u>	The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements. ** (One or more weaknesses exist. Weaknesses outbalance strengths.)
<u>Very Low Level of Confidence</u>	The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort. ** (One or more deficiencies or significant weaknesses exist.)
<u>Neutral</u>	In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance

D. Price Proposal

(a) **Price for Model Task Order “Remodel Gilruth Shower Rooms” and Sample Task “Historic Survey and Evaluation of Building 49”**

The proposed model task order price and the sample task price will be evaluated for price reasonableness to ascertain if the proposed prices are reasonable for the work to be performed and reflect an understanding of the task order requirements. The proposed prices will be evaluated by comparison against the government estimate and prices submitted by other offerors. Prices that are unrealistically higher or lower than the Government estimate and/or other proposed prices may indicate an offeror’s lack of ability to properly estimate and propose on future task order solicitations.

The total evaluated price of the model task order, combined with the total evaluated price of the sample task, will be presented to the SSA for selection purposes.

(b) **IDIQ Excel Pricing Model (for Contract Labor Rates)**

The evaluation of price will include evaluation of the proposed contract labor rates. The proposed contract labor rates will be evaluated for reasonableness.

In the event the labor rates proposed for Section B of the Model Contract differ from the labor rates proposed in the price for the model task order, the labor rates proposed for Section B will take precedence for evaluation purposes.

E. Other Required Documentation for Award Review

(a) Model Contract

The model contract will be reviewed to ensure that:

- a. Contract Section A – Two Fully executed original SF 1442’s are received
- b. Contract Sections B through K are received
- c. Section K is filled out and returned; and that complete, current and accurate on-line certifications exist
- d. All amendments are acknowledged
- e. Safety and Health plan is submitted in accordance with the solicitation (Ref. L.12) and is acceptable for award.

(b) Model Task Order

The model task order will be reviewed to ensure that

- a. Two Fully executed original SF 1442’s are received
- b. Task Order Fill-ins from Section 2 have been completed
- c. Bid Bond with a raised seal is received

(c) Contractor Systems

The contractor systems documentation will be reviewed to ensure that the required information is received.

(d) Subcontracting, Teaming Partner, Affiliated Company Arrangement Information

The Subcontracting, Teaming Partner, Affiliated Company Arrangement Information will be assessed to determine that the prime contractor making the offer will be performing the primary and vital requirements for the contract.

For any joint venture, SBA must approve a joint venture agreement prior to the award of a contract on behalf of the joint venture. Award of the contract will only be made to an approved company or Joint Venture.

(End of provision)

M.5 SOURCE SELECTION DECISION

The award of the PAC contract will be based on a “Performance Price Trade-off” process. For those offerors who are determined to be technically acceptable (i.e. pass the Technical Proposal Factor), tradeoffs will be made between past performance and price. Past Performance is significantly more important than Price. The Source Selection Authority, exercising prudent business judgment, will make the source selection decision based on the proposal representing the best value to the Government.

Upon award of the master contract, the Government may or may not award the model task order, “Remodel Gilruth Shower Rooms”.

(End of provision)

[END OF SECTION]