

National Aeronautics and
Space Administration
Lyndon B. Johnson Space Center
2101 NASA Parkway
Houston, Texas 77058-3696



September 1, 2015

Reply to Attn of: BJ3-12-104

To: All Prospective Offerors

From: Contracting Officer

SUBJECT: Solicitation NNJ13456959R, Refurbish North Wing Project Engineering
Building 45

The NASA Lyndon B. Johnson Space Center hereby releases Solicitation Number NNJ13456959R, for the Design-Build project entitled "Refurbish North Wing Project Engineering Building 45". This project involves the demolition, reuse and refurbishment of the existing Building 45 north library pavilion of approximately 13,500 existing square feet into a new facility to house the combined Space Flight Medicine, Occupational Medicine and Behavioral Health Groups from several other facility locations.

This project is being procured utilizing the existing General Construction Indefinite-Delivery, Indefinite-Quantity Large Projects contract holders.

Solicitation Hardcopies:

A hardcopy of the Solicitation will be available at the Pre-proposal Conference. If you want a copy prior to that time, please contact Tasha Beasley at the email listed below.

Questions/Comments Related to the Solicitation:

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

Jeremy Stover at jeremey.stover@kiewit.com

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

Submission of Offers

A Draft Solicitation for the subject project was issued on **Sept 21, 2015** to all prospective Offerors. In an effort to improve the Solicitation process, prospective Offerors were given the opportunity to meet with the Government to provide feedback/comments regarding the Draft Solicitation. As a result of the Draft Solicitation Feedback meetings, the Government provides the following Solicitation highlights and clarifications:

Solicitation Highlights:

1. **Build to Budget:** This project incorporates a “build to budget” requirement. As such, Offerors should maximize design and construction elements within the Government’s specified cost limitation (Ref. RFP Section 6.1).
2. **Design Flexibility and Creativity:** Offerors must adhere to the minimum requirements as stated in the Solicitation but are highly encouraged to express design creativity to provide the Government with the best value for the specified budget.
3. **Commissioning:** The Design-Build Contractor is responsible for the 3rd party commissioning cost to support design and construction as required by the Solicitation.
4. **Drawings:** It is recommended that Offerors obtain the drawings for the Building 45 Tower and the Library facilities.

To obtain facility drawings please send email to: tasha.beasley@nasa.gov

5. **Contractor Parking:** Limited parking is available in the areas West of Building 45. As an alternative to the limited available parking, the clinic’s new parking lot may be constructed first and utilized by the Contractor throughout the duration of the project.
6. **Furniture:** With the exception of a limited few, the furniture noted in the Solicitation will be Government Furnished Government Installed. The Design-Build Contractor is responsible for providing the design for the furniture as required in the Solicitation.
7. **Information Technology (IT) Cabling:** IT cabling is the responsibility of the Design-Build Contractor and is included in this project.
8. **Facility Access Subsequent to the Scheduled Site Visit:** **Not Applicable**
9. **Key Personnel:** The Superintendent, Safety Professional and the Quality Control/Quality Assurance Professional must be assigned solely to this project as required by the Solicitation.

General Clarifications:

1. There are no lightguide cables in the section of the tunnel associated with this project.
2. The Requirements Document was created using 2006 International Building Code (IBC). However, a more recent version of the code may be used if desired by the Design-Build Contractor.

Changes: Draft Solicitation vs. Solicitation


Enclosed with this letter is a Document Change Log which documents changes made to the Solicitation subsequent to the release of the Draft Solicitation. Although every effort was made to include all changes, there may be some edits that were inadvertently omitted from the log. Therefore, all Offerors are advised to carefully read the entire Solicitation.

Jeremey Stover
Contracting Officer

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. NNJ13456959R	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 01/10/2013	PAGE OF PAGES 1 45	
	IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.				

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 4200456959	6. PROJECT NO.
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7. ISSUED BY Kiewit Building Group Jeremy Stover	CODE JSC	8. ADDRESS OFFER TO Kiewit Building Group Jeremy Stover
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9. FOR INFORMATION CALL: 	a. NAME	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
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SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

"Refurbish North Wing Project Engineering Building 45"

11. The Contractor shall begin performance 10 calendar days and complete it within 600 calendar days after receiving award, notice to proceed. The performance period is mandatory negotiable. (See _____.)

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES", indicate within how many calendar days after award in Item 12b.)</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by _____ (hour) local time _____ (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee is, is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than item 14.)
CODE	FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in item 13d. Failure to insert any number means the offeror accepts the minimum in item 13d.)

AMOUNTS

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	ITEM 2.8	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
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26. ADMINISTERED BY Kiewit Building Group Jeremy Stover	CODE JSC	27. PAYMENT WILL BE MADE BY NSSC-FMD Accounts Payable Bldg. 1111, C Road Stennis Space Center, MS 39529
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>4</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations,	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print)		
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA	31c. DATE
		BY	

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 “Refurbish North Wing Project Engineering Building 45” at Johnson Space Center. All work shall be accomplished in accordance with the Requirements Document, Terms and Conditions of the Master Contract and this Task Order, Davis Bacon Wage Determination, and Approved Site Specific Safety and Health Plan.

JSC Submaster Specifications are included on [redacted]. The Contractor shall edit and complete the JSC Submaster Specifications as per their design. Some portions of the JSC Submaster Specifications (most of Division 01 and some of Division 02) have been completed by the Government. If other design specifications are needed, they can be found on the “Whole Building Design Guide” website under the Unified Facilities Guide Specifications (UFGS) link.

CLIN 1 - BASE BID

This Design-Build project involves the demolition, reuse and refurbishment of the existing Building 45 north library pavilion of approximately 13,500 existing square feet into a new facility to house the combined Space Flight Medicine, Occupational Medicine and Behavioral Health Groups from several other facility locations.

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 is \$ _____

2.2 ALLOWANCE FOR DELAYS

ALLOWANCE FOR DELAYS

(a) Work at the Johnson Space Center is subject to frequent and extended delays due to mission simulations, and security requirements. In addition to more typical delays, certain construction activities such as excavation, transporting heavy equipment, and utility outages, may be prohibited during mission simulations. Furthermore, security delays are likely for as long as JSC is operating under heightened security conditions. The Contractor may experience delays caused by the Government and other factors beyond the Contractor’s control. Additional time is included in the project performance period to allow for a specified number of days of delay due to these causes. Normally, contract extensions will not be granted unless the contractor has:

- (1) promptly notified the Contracting Officer of each delay as experienced with supporting evidence as necessary,
- (2) demonstrated actual delay to its effort and not merely a restriction of work,
- (3) demonstrated that the contractor was not experiencing other delays within its control, and was able and willing to perform the scheduled work which could not be performed solely due to the government delay,
- (4) shown that the delay days allotted in the performance period have been exceeded, and
- (5) met the conditions specified in the applicable contract terms and conditions relating to extensions of the contract performance period.

(b) The number of days allowed for Government delays is **30 days**. 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)

2.3 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 **600 Calendar Days After The Noticed To Proceed**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

2.4 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 **\$443.79** 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)

2.5 PRINCIPAL PLACE OF PERFORMANCE

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

(End of clause)

2.6 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.

2.7 KEY PERSONNEL AND FACILITIES

- (a) The personnel and/or facilities listed below are considered essential to the work being performed. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract/task order.
- (b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c) The list of personnel and/or facilities shown below may, with the consent of the contracting parties, be amended from time to time during the course of the contract/task order to add or delete personnel and/or facilities.
- (d) **The Superintendent, Safety Professional and the Quality Control/Quality Assurance Professional shall be assigned solely to this project.**

LIST OF KEY PERSONNEL	
NAME	OFFICIAL POSITION HELD ON TASK ORDER

(End of Clause)

2.8 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 **NNJ13JB38T**, the total amount of the contract through the last modification, and the amount of payment requested. All progress payments shall be submitted to the following:

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

 2101 NASA Parkway
 Houston, TX 77058-3696

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 an **ORIGINAL** and **TWO** copies of all correspondence required under the contract clearly marked with the assigned Government Contract Number and Task Order Number **NNJ13JB38T**.

The **ORIGINAL** and **ONE** copy of the correspondence shall be clearly marked with the assigned Government Contract Number, Task Order Number **NNJ13JB38T** and addressed to the Contracting Officer's Technical Representative's (COTR) address as follows:

NASA Johnson Space Center

ONE copy of **ALL CORRESPONDENCE** shall be transmitted directly to the Contract Specialist – BJ6/Mary Thomas

3) Technical Data:

The Contractor shall submit **SIX COPIES** of all shop drawings, test reports, equipment data sheets, and any other technical data with five copies of transmittal sheet, JSC Form 262 (August 1, 1993). All samples shall be forwarded to the address of the COTR and shall clearly indicate the Government assigned contract number.

(End of clause)

2.9 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 NFS provision 1852.223-73; Specification Section 01410, Contractor's Safety and Health Program; and JSC's Safety and Health Handbook at <http://jschandbook.jsc.nasa.gov/>. Approval by the authorized NASA officials is required prior to the commencement of work.

Work shall not begin until the Safety and Health Plan is approved by NASA's Clinical Services Branch/Occupation Health Team .

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

SECTION 3 – ATTACHMENTS

- 3.1 GENERAL DECISION NUMBER: TX130092 (DAVIS-BACON WAGE DETERMINATION)**
- 3.2 CONTRACTOR FURNISHED CONTRACTOR INSTALLED FURNITURE FIXTURES AND EQUIPMENT REQUIREMENTS MATRIX**
- 3.3 SITE SPECIFIC SAFETY AND HEALTH PLAN (TO BE INCORPORATED UPON APPROVAL AFTER AWARD OF TASK ORDER)**

SECTION 3 – ATTACHMENTS

3.1 GENERAL DECISION NUMBER: TX130092 (DAVIS-BACON WAGE DETERMINATION)

General Decision Number: TX130092 01/04/2013 TX92

Superseded General Decision Number: TX20120092

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	01/04/2013

ASBE0022-002 02/02/2011

	Rates	Fringes
ASBESTOS WORKER/INSULATOR (Including application of all insulating materials, protective coverings, coatings and finishing to all type of mechanical systems).....	\$ 20.27	8.92

BOIL0074-002 01/01/2012

	Rates	Fringes
BOILERMAKER.....	\$ 23.06	20.28

CARP0551-001 04/01/2008

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Work).....	\$ 21.00	6.43

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 01/01/2012

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 37.355	23.535

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 10/01/2012

	Rates	Fringes
Plumbers (Excluding HVAC Pipe)...	\$ 30.29	9.50

 PLUM0211-004 10/01/2012

	Rates	Fringes
Pipefitters (HVAC Pipe Only).....	\$ 29.63	10.16

 SFTX0669-001 04/01/2012

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 25.84	16.47

 SHEE0054-004 07/01/2011

	Rates	Fringes
Sheet metal worker (Including HVAC Duct and System Installation).....	\$ 25.37	7.99

 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.

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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.

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END OF GENERAL DECISION

SECTION 3 – ATTACHMENTS**3.2 CONTRACTOR FURNISHED CONTRACTOR INSTALLED FURNITURE FIXTURES AND EQUIPMENT REQUIREMENTS MATRIX**

1. Where Applicable - Soap, paper towel and toilet paper dispensers
2. Acute – Exam Light
3. Vitals – Scale
4. Lobotomy – Tack Boards and Refrigerator
5. Patient/ Public Toilet – Recessed Stainless Steel Trash, Mirror and Specimen Pass Through Box
6. Shower/ Toilet - Recessed Stainless Steel Trash and Mirror
7. M/W Toilets - Recessed Stainless Steel Trash and Mirror
8. MED Prep – Lockable, laminate base & wall cabinet w/ solid surface top, Refrigerator, Narcotics Locker in wall cabinet and Countertop ice maker
9. Optometry - Lockable, laminate base & wall cabinet w/ solid surface top
10. Audiology – Lockable full height laminate cabinet
11. Audiology Office – Lockable laminate base and wall cabinets, solid surface counter
12. Radiology – Lockable full height cabinet laminate base
13. Reading Room – Plastic laminate work counter
14. Dexa Scan- Lockable laminate base and wall cabinets, solid surface counter and full height cabinet
15. Changing Room – Solid Surface Bench
16. Open Office – Projector and Projection Screen
17. Break Room – Lockable sustainable veneer lockers

SECTION 3 – ATTACHMENTS

3.3 SITE SPECIFIC SAFETY AND HEALTH PLAN (INCORPORATED INTO CONTRACT UPON APPROVAL BY NASA, JSC SAFETY OFFICE)

3.4 REQUIREMENTS DOCUMENTS AND ASSOCIATED CD'S (CD'S 1 – 3)

The Requirements Documents and Associated CD's for the "Refurbish North Wing Project Engineering Building 45" are hereby incorporated by reference.

SECTION 4 INSTRUCTIONS TO OFFERORS-GENERAL

4.1 52.222-5 DAVIS-BACON ACT—SECONDARY SITE OF THE WORK (JULY 2005)

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

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

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

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

(End of provision)

4.2 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT—CONSTRUCTION MATERIALS (FEB 2009)

(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 Act—Construction Materials" (Federal Acquisition Regulation (FAR) clause [52.225-9](#)).

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

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

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

(End of provision)

4.3 52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2009)

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act—Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause [52.225-11](#)).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause [52.225-11](#) in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause [52.225-11](#).

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

(d) *Alternate offers.*

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3)

of FAR clause [52.225-11](#), the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause [52.225-11](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause [52.225-11](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested—

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

(End of provision)

4.4 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)

4.5 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

(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)

4.6 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)

4.7 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):
- **Goals for minority participation for each trade: 27.3% for Houston, TX and 45.9% for Las Cruces, NM**
 - **Goals for female participation for each trade: 6.9%**

(End of provision)

4.8 1852.215-81 PROPOSAL PAGE LIMITATIONS (FEBRUARY 1998)

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

TITLE	PAGE LIMITS	COPIES
Completed Model Task Order (Signed SF1442 all TASK ORDER fill-ins completed)	No Limit	2 Original & 3 Copies
Architectural Theme and Materials Narrative	10 Pages	2 Original & 3 Copies
Betterment Listing Spreadsheet	No Limit	2 Original & 3 Copies
Key Personnel Worksheet	No Limit	2 Original & 3 Copies
Pricing Forms	No Limit	2 Original & 3 Copies

(b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.

(c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, 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 in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

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

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

(End of provision)

4.9 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)

4.10 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)

4.11 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)

4.12 1852.236-74 MAGNITUDE OF REQUIREMENT (DECEMBER 1988)

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

(End of provision)

4.13 52.215-109 Proposal Marking and Delivery (AUG 2011) (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 1442 of the solicitation.

(b) External Marking of Proposal Package(s)

All proposal packages must be closed, sealed, and marked in large letters **“PROPOSAL – DELIVER UNOPENED”**. Proposal 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 the address/location specified on the Standard form 1442 of the solicitation.

Proposals submitted by commercial delivery service or hand carried packages must be delivered to:

NASA Johnson Space Center
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. Offerors are cautioned that the delivery process may require an hour or more for packages to be screened through security and subsequently transported and delivered by the Offeror at the designated building while being accompanied by an employee of the U.S. Government. After 1:30 p.m., local time, incoming packages cannot be screened until the following business day. Any attempt by an Offeror to deliver a proposal on a weekend or a Federal holiday shall be coordinated through the Contracting Officer at least 48 hours prior to the planned delivery date. The Offeror is encouraged to notify the Contracting Officer one day in advance of the proposal submission.

(End of provision)

4.14 COMMUNICATIONS REGARDING THIS SOLICITATION

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

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

(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 a written amendment to this solicitation to answer questions. Offerors are ENCOURAGED to submit questions **prior to** the Pre-proposal Conference/Site Visit.

(End of provision)

4.15 PRE-PROPOSAL CONFERENCE AND SITE VISIT

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

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

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

(End of provision)

4.16 SUBMISSION OF OFFERS

Proposals are due |

Proposals shall be marked and delivered in accordance with 4.13 Proposal Marking and Delivery.

4.17 FACILITY DRAWINGS

It is recommended that Offerors obtain the drawings for the Building 45 Tower and the Library facilities.

SECTION 5 INSTRUCTIONS TO OFFERORS - REQUIRED CONTENT OF OFFERS

The Offeror shall provide two (2) original and three (3) copies of your proposal. The Offerors' proposal shall be organized as detailed below under 5.1 Proposal Requirements. The Offeror shall not submit proposals in binders or any type of binding.

5.1 PROPOSAL REQUIREMENTS

Offerors shall provide information responsive to the items set forth below. This information is required for the Government to conduct a fair and uniform evaluation of proposals in accordance with the evaluation criteria detailed in 6.1 Proposal Evaluation.

5.2 FACTOR 1 – BID BOND

A bid bond is required for the Task Order and shall be submitted with the Offerors' proposal in accordance with NFS 1852.228-73 (Ref. Solicitation Section 4.10). The original bond shall be clearly marked as "original" with a raised seal. A single bond may be supplied.

5.3 FACTOR 2 – DESIGN- TECHNICAL

The design-technical factor consists of conceptual renderings and finish boards; a technical approach narrative; information regarding Leadership in Energy and Environmental Design (LEED). Fully developed drawings, details, or specifications are not desired, nor required.

5.3.1 SUBFACTOR 1 - FACILITY AESTHETICS AND MATERIAL QUALITY

Conceptual Rendering(s) and Finish Board(s):

The Offeror shall provide at least two (2) exterior and two (2) interior conceptual renderings. Renderings shall be at least 11" x 17" in order to show a detailed perspective view of the facility, gallery and materials. The Offeror shall also provide a labeled interior and exterior finishes (materials and colors) board(s) of the facility and the gallery. The Conceptual Rendering(s) and Finish Board(s) shall contain enough detail to aid in the evaluation of aesthetics and the quality of the proposed building materials.

Technical Approach Narrative:

The Offeror shall provide a Technical Approach Narrative for the proposed Architectural theme and materials. The Technical Approach Narrative shall (1) clearly define the proposed scope and quality levels that the design-build team is offering to the Government; (2) describe the architectural themes of the facility spaces and gallery ; (3) include design concepts and design rationale for the proposed features of the facility spaces and gallery; (4) address how the selection of materials and colors enhance the exterior and interior aesthetics of the facilities and improve the working conditions for the occupants who will utilize the facility. This narrative shall not be a material listing but instead, it shall explain and reflect how the selections were made and how they address the Government's requirements.

5.3.2 SUBFACTOR 2 - LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED)

The Offeror shall demonstrate qualifications and experience in sustainable design and construction, based on experience with projects that have achieved US Green Building Council's (USGBC) LEED silver certification or higher.

5.4 FACTOR 3 – BETTERMENTS

The technical requirements of the task order are identified in the Requirements Document and associated CD's (CD's 1 – 3). Collectively, these documents specify the Government's minimum requirements that shall be provided by the Design-Build Contractor.

Betterments are defined as any item, component or system which exceeds the minimum requirements stated in the Solicitation. The Offeror shall complete the Betterment Listing Spreadsheet in Section 7 (Attachment 1) to identify each Betterment included in its proposal, if any. If none, so state. Betterments shall be included within the task order cost limit (Ref. Solicitation Section 6.1) identified in the solicitation.

All betterments offered in the proposal will become a requirement of the awarded task order.

Betterment areas that are of interest to the Government include but are not limited to:

1. Energy Efficiency
2. Renewable Energy
3. Schedule

5.5 FACTOR 4 – DESIGN-BUILD TEAM

Organizational Chart:

The Offeror shall provide an Organizational Chart of the Proposed Design-Build Team. The Organizational Chart shall include (1) the names and roles of all proposed key personnel that will participate in the resulting task order and (2) a brief discussion documenting if this team has worked together before on other design-build projects. At a minimum, key personnel shall be comprised of the following:

- Construction Team: Project Manager; Superintendent; Safety Professional; Quality Control/Assurance Professional; and Scheduler. The Offeror shall propose any additional key personnel as it deems necessary.
- Design Team: Project Manager, Architect, Electrical Engineer, Mechanical Engineer, Civil/Structural Engineer, Fire Protection Engineer, Medical/Laboratory Planner, LEED Certified Professional, Building Information Modeling (BIM) Manager. The Offeror shall propose any additional key personnel as it deems necessary.
- Commissioning Agent (to support design and construction).

Key Personnel Worksheet:

The Offeror shall complete the Key Personnel Worksheet in Section 7 (Attachment 2) for the key personnel positions listed below. The projects listed within the Key Personnel Worksheet shall meet the Recency and Relevancy requirements (Ref. Solicitation Section 6.5) of the solicitation.

The Offeror shall submit key personnel worksheets for the following:

Construction Team: Superintendent

Design Team: Project Manager; Architect; Electrical Engineer; Mechanical Engineer; Civil/Structural Engineer; Fire Protection Engineer; Medical/Laboratory Planner; LEED Certified Professional; BIM Manager.

5.6 FACTOR 5 – PRICE

Offerors shall complete the Pricing Forms in Section 7 (Attachment 3). The Offeror shall submit pricing forms that have an original signature by an individual authorized to bind their company. The Offeror shall submit pricing in a sealed envelope separate from all other documents.

This project incorporates a “build to budget” requirement. As such, Offerors shall maximize design and construction elements within the Government’s specified cost limitation (Ref. Solicitation Section 6.1).

5.7 OTHER REQUIRED DOCUMENTATION FOR AWARD REVIEW

Executed Standard Form 1442 And Completed Task Order Fill-Ins

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

SECTION 6 EVALUATION CRITERIA & OTHER REQUIRED DOCUMENTATION FOR AWARD REVIEW

6.1 PROPOSAL EVALUATION

The evaluation team will evaluate proposals to identify strengths, weaknesses and deficiencies, per the evaluation factors and criteria set forth below. After listing proposal strengths, weaknesses and deficiencies, the evaluation team will distribute points to each factor, except Price, as specified below. After all points are distributed, the Government will evaluate Price for reasonableness and will compare the point distribution, relative advantages and disadvantages of proposals against each other in order to determine which proposal offers the best value to the Government.

Evaluation Factors:

1. Bid Bond – Pass/Fail
2. Design-Technical - 500 Points
3. Betterments - 300 Points
4. Design-Build Team – 200 Points
5. Price – No points assigned; Evaluated for reasonableness

Total possible points – 1000

Design-Technical, Design-Build Team, and Betterments when combined, are significantly more important than price,

Definitions:

-Significant Strength is some aspect of the proposal that greatly enhances the potential for successful contract performance.

-Strength is an aspect of the proposal that will have some positive impact on the successful performance of the contract.

-Significant Weakness in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

-Weakness means a flaw in the proposal that increases the risk of unsuccessful contract performance.

-Deficiency is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increase the risk of unsuccessful contract performance to an unacceptable level.

6.2 FACTOR 1 – BID BOND

Bid Bond

The Offerors' proposal will be evaluated to ensure that a bid bond was submitted in accordance with NFS 1852.228-73. The original bond shall be clearly marked as "original" with a raised seal. Offerors with insufficient bid bonds will be eliminated from further consideration.

6.3 FACTOR 2 – DESIGN- TECHNICAL

The Government will evaluate Design-Technical Subfactors as set forth below.

6.3.1 SUBFACTOR 1 - FACILITY AESTHETICS AND MATERIAL QUALITY

Conceptual Renderings and Finish Boards and the Technical Approach Narrative

The Government will evaluate (1) the overall “appeal” of the facility and whether both the interior and exterior of the facility present an attractive appearance; and (2) the quality of the proposed building materials. The Government will evaluate as described below:

(a) Exterior Facility Aesthetics:

The Government will evaluate:

1. Whether the proposed exterior complies with the look and feel of the facility’s architectural theme identified in the Solicitation.
2. How well the facility harmonizes with the surrounding environment and facilities.
3. Whether the facility presents an attractive appearance.

(b) Interior Facility Aesthetics:

The Government will evaluate:

1. Whether the proposed colors and material finishes are conducive to the working environment of the facility.
2. Whether the facility presents an attractive appearance.

(c) Quality of Materials:

The Government will evaluate:

1. The durability of the proposed materials.
2. Whether the proposed materials are suitable for their environment and intended use.

6.3.2 SUBFACTOR 2 - LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED)

The Government will evaluate the Offeror’s qualifications and experience in sustainable design and construction, based on experience with projects that have achieved USGBC LEED silver certification or higher. Additional consideration will be given if both the Construction Team and the Design Team demonstrate qualifications and experience with USGBC LEED.

6.4 FACTOR 3 – BETTERMENTS

The Government will evaluate proposed betterments in comparison to the minimum standards specified in the solicitation, as applicable, to determine if they offer additional value to the Government.

6.5 FACTOR 4 – DESIGN-BUILD TEAM

Organization Chart:

The Government will evaluate the Organization Chart to:

- Assess the organizational structure of the Design-Build Team
- Determine if the minimum Key Personnel requirements (Ref. Solicitation Section 5.5) were met
- Determine the extent of recent teaming experience among the team members. The Government will consider recent teaming experience among the team members, on design-build projects, as value added

Key Personnel Worksheet:

An assessment of Recency will be performed on the projects submitted in the Key Personnel Worksheet: Recency is defined as performance occurring within seven (7) years of the date of this solicitation, except that ongoing projects must have begun no less than one (1) year prior to the issuance of this solicitation.

An assessment of Relevancy will be performed on the projects submitted in the Key Personnel Worksheet: Relevancy is defined as performance of work on (1) major facility renovation design and/or construction projects; or (2) medical clinic or laboratory design and/or construction projects.

The following table provides relevancy rating definitions that will be used:

RELEVANCY RATING	DEFINITION
Very Relevant	Work effort involved essentially the same technical content as described in relevancy criteria (1) and (2) above.
Relevant	Work effort involved essentially the same technical content as described in relevancy criteria (1) or (2) above.
Not Relevant	Work effort did not involve any of the technical content described in relevancy criteria (1) or (2) above.

The Government will evaluate the recent and relevant experience of the proposed key personnel on design, construction and/or design-build type projects, as it relates to their role on the resultant task order project.

6.6 FACTOR 5 – 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.

6.7 OTHER REQUIRED DOCUMENTATION FOR AWARD REVIEW

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.

SECTION 7 – ATTACHMENTS TO THE RFP

7.1, ATTACHMENT 1 – BETTERMENT LISTING SPREADSHEET

7.2, ATTACHMENT 2 –KEY PERSONNEL WORKSHEET

7.3, ATTACHMENT 3- PRICING FORMS

SECTION 7
ATTACHMENT 1
Betterment Listing

SECTION 7
ATTACHMENT 2
Key Personnel Worksheet

Key Personnel Worksheet (Attachment2)

Key Personnel Name:	
----------------------------	--

Role in the Resulting Task Order:	
--	--

Total Years of Experience:	
-----------------------------------	--

Years of Experience with Current Firm:	
---	--

Education: Highest Academic Degree(s) Received. Indicate the area(s) of specialization for each degree.

--

Current Professional Registration: Key personnel's current professional state registrations, if any. If none, so state.

--

LEED Experience: Discuss your qualifications and experience in sustainable design and construction based on experience with projects that have achieved US Green Building Council's (USGBC) LEED silver certification or higher.

--

Key Personnel Worksheet (Attachment 2)(CON'T)

Key Personnel Name:	
----------------------------	--

Relevant Projects - Complete the data below on three relevant projects in which the Key Personnel had a significant role that demonstrates the individual's experience pertaining to his/her proposed role in the resultant task order.

Relevancy is defined as performance of work on (1) major facility renovation design and/or construction projects; or (2) medical clinic or laboratory design and/or construction projects.

Project 1 Title:

Specific Role:

Project Start Date:

Project End Date:

Did the project involve any of the following: Please mark an X by all that apply:

Design: _____

Construction: _____

Design-Build: _____

LEED: _____

Brief Description:

