

ATTACHMENT 1- PROPOSAL INSTRUCTIONS AND EVALUATION PROCESS

A. General

- a. Unless this RFP expressly authorizes alternate proposals with respect to specific terms or conditions of this RFP, your (1) failure or refusal to assent to any of the terms and conditions of this RFP, (2) proposal of additional terms or conditions, or (3) omission of any material information, will constitute a deficiency, which may make your offer unacceptable to us.
- b. The only way to correct a deficiency would be through discussions; and we intend to award a subcontract without discussions. Therefore, we urge you to consult with our subcontracting officer before submitting an offer that takes exception to any term or condition of this RFP, proposes any additional term or condition, or omits any required information. However, Jefferson Lab reserves the right to conduct discussions and to permit offerors to revise their proposals.
- c. When evaluating your capability to perform the prospective subcontract we will consider how well you complied with these instructions. We will consider any significant failure to comply with these instructions to be indicative of what we could expect from you during subcontract performance. Please contact our subcontracting officer by telephone, e-mail or in writing if you do not understand any part of these instructions.

B. Proposal Contents - Offerors shall submit their proposal and other information identified in the below paragraphs.

1. **Capability Information (Original and two (2) copies)** -You must submit all of the following information by the due date on the Solicitation.

Experience and Past Performance.

- a. The total number of years your company has been in business performing work similar in size and scope (including dollar value, complexity, and type of construction) related to the projects described in section C.
- b. Your North American Industry Classification System (NAICS) code.
- c. Provide the following for all contracts completed in the last three years that are **similar in size and scope** to the project described in this solicitation.
 - i. Brief description of work.
 - ii. Total award amount of contract.
 - iii. Date work was completed.
 - iv. Current status of contract if not completed (Percent Complete).
 - v. Type of contract (i.e. build to spec, design build, firm fixed price, cost plus, etc.)
 - vi. Customer (Owner) information: *
 - Complete Name of Customer Organization
 - Postal Address
 - Customer Point of Contact: Name, Title, Phone, and e-mail address

*Make sure that your reference information is up to date. Do not give us the name of a reference unless you have made sure that we can reach that reference at the telephone number and e-mail address that you have provided.

2. Technical Acceptance of Design/Installation/Start-up/Certification

- a. Clean Room Design: The Lab reserves the right to reject any offer that does not closely conform to the clean room requirements outlined in Section 132115 with the following notations:
 - a. NOTE: If multiple A/C units are required to control the temperature/humidity of all areas as opposed to the single unit called for in the specification, the bidder shall provide an explanation supporting the specification deviation.
 - b. A split A/C system is preferred where the evaporator is indoors and the condenser unit outdoors. If the offeror cannot provide this an explanation supporting the specification deviation shall be included with the bid..
 - c. Bid must itemize any requirements of JLAB personnel regarding submittal/drawing review and return times in order to achieve the outlined delivery time frame
- b. Clean Room Installation: The Lab reserves the right to reject any offer that does not closely conform to the clean room requirements outlined in Section 132115 with the following notations:
 - a. Offeror must disclose pre-installation staging space required as well as any additional space required beyond the clean room boundaries for installation.

- b. Offerors need to understand the required JLAB training requirements of all personnel ahead of time and account for this both in time and cost when submitting the bid.
 - c. Offeror must disclose exterior space required for storage.
 - d. Offerors must call out any required JLAB labor, materials, equipment they are figuring on for installation if any.
 - e. JLAB or the warehouse landlord does NOT provide any type of security exterior of the warehouse therefore the cost for any required service to protect their materials, equipment, etc. shall be included in the bid. This must be itemized in the bid.
 - f. Offeror shall note that diesel or gasoline powered fork trucks, lifting equipment, welding equipment, generators, or any other motor driven equipment is PROHIBITED from being used inside the warehouse
- c. Clean Room Start-up/Commissioning: The Lab reserves the right to reject any offer that does not closely conform to the clean room requirements outlined in Section 132115 with the following notations:
- a. Offeror must disclose pre-start-up services required by other contractors in the bid.
 - b. JLAB or the warehouse landlord does NOT provide any type of security exterior of the warehouse therefore the cost for any required service to protect their materials, equipment, etc. shall be included in the bid. This must be itemized in the bid.
- d. Clean Room Test and Balance and Clean room Certification: The Lab reserves the right to reject any offer that does not closely conform to the clean room requirements outlined in Section 132115 with the following notations:
- a. Offeror must disclose all requirements from JLAB to achieve the desired clean room classification in the bid.
 - e. Offeror must disclose the MSDS of all materials that will be brought on site including but not limited to field erection, pre-cleaning, and “top down cleaning
 - f. Offeror must secure their own waste services. Use of JLAB or other warehouse tenant waste disposal is prohibited

Safety & Health (S&H) Performance & Program.

- a. Your Workers’ Compensation Risk Ratings or Experience Modification Rates for each of the past three years (including the current year). This shall be via a copy of your experience rating worksheet as prepared by the National Council on Compensation Insurance. If you have less than three employees and claim exemption from the requirements to maintain workers compensation insurance, provide a written statement to that effect. If you are self-insured, provide a copy of a current certificate of self-insurance issued by the Virginia Workers’ Compensation Commission current certificate of self-insurance from state in which firm is conducting business.
- b. Occupational Safety and Health Administration (OSHA) Form 300 (or equal) *Log of Work-Related Injuries and Illness* for each of the past three years. Please “black-out” the data in column B, Employee’s name, before submission.
- c. Occupational Safety and Health Administration (OSHA) Form 300A (or equal) *Summary of Work-Related Injuries and Illnesses* (signed and dated by a company representative) for each of the past three years.
- d. Provide a written description of your company’s Safety & Health program including policy, program elements, and procedures that are applicable to this project (limit to five pages). Performance, Job-site safety inspections by qualified persons not part of the project and tool box/awareness incorporation to overall safety plan.

2. Offer (One (1) original copy) -Your offer must include the following:

- i. Offeror must include the following notation with the bid; “The attached quotation is in accordance with Jefferson Lab’s Specification for Hall D FDC Clean room- Blue Crab Road Warehouse , Rev. 0 dated June 9, 2010.”
 - a. Any exceptions or deviations to or from this specification must be clearly itemized and defined as to the reason why
- ii. Bid must be itemized calling out the following costs:
 - a. To design
 - b. To factory build
 - c. To ship to job sites
 - d. To install
 - e. To start-up and commission

- f. To test and balance
 - g. To certify the clean room
 - h. To secure all necessary building permits
 - i. Waste services
 - j. Security services
 - k. Other miscellaneous costs(itemized separately)
- iii. Bid must be itemized calling out the required timeframe for each of the following:
- a. To secure the necessary local permits
 - b. To design.
 - c. To install
 - d. To start-up and commission
 - e. To test and balance
 - f. To certify the clean room
- iv. Bid must call out that all local building permits shall be secured by the bidder
- v. Offeror must secure their own waste services. Use of JLAB or other warehouse tenant waste disposal is prohibited. This must be verified in their bid
- vi. Representations/Certifications.
- vii. Bid Guarantee (Attachment 1 Paragraph D6)-Furnish a bid guarantee in the proper form and format.
- viii. Acknowledge all solicitation amendments.
- ix. Complete Attachment 6 "Terms and Conditions" Certification, stating the degree to which you will meet the requirements of this solicitation. Document any discrepancies, conflicts, or exceptions taken to the Jefferson Lab RFP, including terms and conditions, specifications and drawings as follows:
- x. Explanation of any discrepancies, conflicts, exceptions taken as well as explanation of and supported advocacy rationale for any changes proposed to resolve discrepancies, conflicts, and/or exceptions.
- xi. **Major subcontracts:** If you plan to award subcontract(s) for the work listed below, provide the data required for each subcontractor listed below

(1) Installer

- a. Your North American Industry Classification System (NAICS) code.
- b. Provide the following for all contracts completed in the last three years that are **similar in size and scope** to the project described in this solicitation.
 - i. Brief description of work.
 - ii. Total award amount of contract.
 - iii. Date work was completed.
 - iv. Current status of contract if not completed (Percent Complete).
 - v. Type of contract (i.e. build to spec, design build, firm fixed price, cost plus, etc.)
 - vi. Customer (Owner) information: *
 - Complete Name of Customer Organization
 - Postal Address
 Customer Point of Contact: Name, Title, Phone, and e-mail address
- c. Workers' Compensation Risk Ratings or Experience Modification Rates for each of the past three years (including the current year). This shall be via a copy of your experience rating worksheet as prepared by the National Council on Compensation Insurance. If you have less than three employees and claim exemption from the requirements to maintain workers compensation insurance, provide a written statement to that effect. If you are self-insured, provide a copy of a current certificate of self-insurance issued by the Virginia Workers' Compensation Commission current certificate of self-insurance from state in which firm is conducting business.
- g. Occupational Safety and Health Administration (OSHA) Form 300 (or equal) *Log of Work-Related Injuries and Illness* for each of the past three years. Please "black-out" the data in column B, Employee's name, before submission.

- h. Occupational Safety and Health Administration (OSHA) Form 300A (or equal) *Summary of Work-Related Injuries and Illnesses* (signed and dated by a company representative) for each of the past three years.
- xii. **Financial.** Each offeror must submit **one original copy** of their most recent annual report, their financial statement for the past two years, and bank reference(s).

The completion and submission to Jefferson Lab of the above items will constitute an offer (proposal) and will indicate the offeror's unconditional assent to the terms and conditions in the RFP and any attachment hereto. Unless this RFP expressly authorizes alternate proposals with respect to specific terms or conditions of this RFP any objection to any of the terms and conditions of this RFP will constitute a deficiency which will make the offer unacceptable. An offeror may correct a deficiency only through discussions; and Jefferson Lab intends to award a subcontract without discussions. Therefore, offerors are cautioned to consult with the subcontracting officer before submitting an offer that takes exception to any term or condition of this RFP. However, Jefferson Lab reserves the right to conduct discussions and to permit offerors to revise their proposals.

C. SUBCONTRACT EVALUATION AND AWARD

Award shall be made to the responsive and responsible offeror, which is determined to be capable and provides the lowest, reasonable price.

Capability of the Offeror. The Lab will determine the capability of each offeror on the basis of the content of its offer and information outlined in Attachment 1, Paragraph B 1. The Offeror must pass all three criteria to be considered capable. . The following sub-factors will be considered:

- (1) **Past Experience (pass or fail).** Experience is the opportunity to learn by doing. Jefferson Lab will evaluate the offeror's organizational experience on the basis of its breadth, its depth, and its relevance to the work that will be required under the prospective subcontract. Offerors need to have experience with at least three (3) similar projects within the last three years. Similar projects are defined as: successful completion of design and construction projects involving modular clean rooms in industrial settings with a total project value of more than \$100,000.
- (2) **Technical Acceptance of Design and Submittals (pass or fail)**
Jefferson Lab will evaluate the offeror's design and submittals. Jefferson Lab reserves the right to reject any offer which indicates a design approach that does not appear to meet the requirements stated in paragraph B.2 – Technical Acceptance of Design/Installation/Start-up/Certification.
- (3) **Safety & Health Performance (pass or fail – requires 55 or more points to pass).** Experience and past performance demonstrate that the offeror is committed to safe, healthy and environmentally sound construction practices.

a. Workers Compensation Experience Modification Rating, EMR (up to 50 points)

3 Year Ave. Rating	≤ 0.69	0.70-0.80	0.81-0.90	0.91-1.00	1.01-1.10	1.11-1.25	1.25-1.50	1.51-1.75	≥1.76
Points	50	45	40	35	30	25	20	10	0

- b. OSHA Incidence Rates. Add 10 points for 3 year average of Total Recordable Cases lower than the Department of Labor's current Industry Rate by 25% or more. Deduct 10 points for 3 year average Total Cases with Days Away From Work, Job Transfer, or Restriction more than the Department of Labor's current Industry Rate by 50% or more.
 - c. Federal & State OSHA Violations. Data obtain from the OSHA website, www.osha.gov, for the last three years. Deduct 10 points for each serious violation. Deduct 20 points for each willful violation. If no data is available from the website, 0 points.
 - d. **Safety & Health Program (up to 24points).** Offeror's safety program promotes a safe and healthy work environment for all workers on the project's construction site.
- (4) **Past Performance (pass or fail).** Past performance is a measure of the degree to which an offeror satisfied its customers in the past and complied with Federal, state, and local regulations. Jefferson Lab will contact some of the offeror's customers to ask whether or not they believe: (1) that the offeror was capable, efficient, and

effective; (2) that the offeror's performance conformed to the terms and conditions of its contract; (3) that the offeror was reasonable and cooperative during performance; and (4) that the offeror was committed to customer satisfaction. In evaluating past performance Jefferson Lab may also contact other sources of information including, but not limited to: Federal, state, and local government agencies, better business bureaus, published media, and electronic data bases.

Price. Jefferson Lab will evaluate the reasonableness of the price in relation to the requirements of the specifications and drawings, and the Lab estimate for the project. The price will also be evaluated to determine the offeror's understanding of the contract requirements as expressed by the solicitation. A comparison of proposed prices received in response to the solicitation; a comparison of prior proposed prices and contract prices with current proposed prices for the same or similar end item or service, and other techniques may be used to perform price analysis.

Evaluation Factors for Award. The evaluation factors and subfactors above and their related pass or fail criteria will form the basis of our decision. An offer must be acceptable in order for the offeror to be eligible for award. Jefferson Lab will not award a subcontract on the basis of an unacceptable offer. Additionally, an offeror must have proven they have the capability to perform the work required by the solicitation. Lastly, an offeror must offer to perform the project for a reasonable price.

Award. In order to select the winning offeror, Jefferson Lab will first determine the offerors that are capable of performing the work required by the RFP. After determining all capable offerors, the responsible offeror that offers the lowest price of either the Base Bid Item or Alternate Bid Item that is determined reasonable in relation to the work that is required will be selected for award.

D. OTHER INSTRUCTION AND PROPOSAL CONDITIONS.

1. DEFINITIONS

As used in this provision –

- a. Wherever the term “bid” or “bidder” appears it is referring to the offer or offeror.
- b. "Discussions" are negotiations that occur after establishment of the competitive range that may, at the Subcontracting Officer's discretion, result in the offeror being allowed to revise its proposal."
- c. "In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.
- d. “Offer” means “proposal” in negotiations.
- e. "Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
- f. "Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Subcontracting Officer as the result of negotiations.
- g. “Solicitation” means “Request for Proposal (RFP)” or “Request for Quotations (RFQ)” in negotiations.
- h. "Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

2. AMENDMENTS TO SOLICITATIONS

- a. If this solicitation is amended, then all terms and conditions that are not modified remain unchanged.
- b. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified for receipt of offers.

3. SUBMISSION OF PROPOSALS

- a. Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages.

- b. Proposals shall be addressed to the office specified in the solicitation, and shall show the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in this paragraph.
- c. The first page of the proposal should show --
 - (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with JSA/JLab in connection with this solicitation; and
 - (iv) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- d. Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the JSA/JLab office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated JSA/JLab office on the date that proposal or revision is due.
- e. Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- f. Offerors shall submit proposals in response to this solicitation in English and in U.S. dollars, unless otherwise permitted by the solicitation.
- g. Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to JSA, and (2) returned at the sender's request and expense, unless they are destroyed during pre-award testing.
- h. Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.
- i. Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.
- j. Offerors must state a definite time for delivery of supplies or for performance of services, unless otherwise specified in the solicitation.

4. LATE SUBMISSIONS

- a. Any proposal, modification, or revision received at the JSA/JLab office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Subcontracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –
 - (i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the JSA/JLab infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (ii) There is acceptable evidence to establish that it was received at the JSA/JLab installation designated for receipt of offers and was under JSA/JLab's control prior to the time set for receipt of offers; or
 - (iii) It is the only proposal received.
- b. However, a late modification of an otherwise successful proposal that makes its terms more favorable to JSA/JLab, will be considered at any time it is received and may be accepted.
- c. Acceptable evidence to establish the time of receipt at the JSA/JLab installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of JSA/JLab personnel.
- d. If an emergency or unanticipated event interrupts normal JSA/JLab processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and

urgent JSA/JLab requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal JSA/JLab processes resume.

5. WITHDRAWALS, MODIFICATIONS AND REVISIONS TO PROPOSALS

- a. Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile or electronic commerce proposals, proposals may be withdrawn via facsimile or electronic commerce received at any time before award, subject to the conditions specified in the authorizing provision. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award. Withdrawals are effective upon receipt of notice by the Subcontracting Officer.
- b. Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- c. Offerors may submit revised proposals only if requested or allowed by the Subcontracting Officer.

6. BID GUARANTEE

- 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. A bid will not be considered unless accompanied by a guarantee in an amount not less than 20% of the base bid price.
- b. The offeror (bidder) shall furnish a bid guarantee in the form of a firm commitment, such as a bid bond, 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. JSA 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. If the successful bidder, upon acceptance of its bid by JSA within the period specified for acceptance, fails to execute all contractual documents or give a bond(s) as required by the solicitation within the time specified, JSA may terminate the subcontract for default.
- d. Unless otherwise specified in the bid, the bidder will allow 60 days for acceptance of its bid and give bond within five days after receipt of the forms by the bidder.
- 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.

7. PERFORMANCE AND PAYMENT BONDS

Within five (5) days after the bidder to whom the award is made receives a Notice of Award, two bonds, each with good and sufficient surety or sureties acceptable to JSA, furnished; namely a Performance Bond (Standard Form 25) and a Payment Bond (Standard Form 25A). The penal sum of such bonds will be as follows:

- a. Performance Bond: The penal sum of the performance bond shall equal one hundred percent (100%) of the subcontract price.
- b. Payment Bond: The penal sum of the payment bond shall equal one hundred percent (100%). The amount of the payment bond must be no less than the amount of the performance bond.
- c. Any bonds required will be furnished by the Subcontractor to JSA prior to commencement of subcontract performance.

8. CRITERIA FOR APPROVAL OF SURETY AND INSURANCE COMPANIES

JSA will approve any surety and insurance company that, at the time of execution of this Subcontract is listed in the latest published U.S. Treasury Department list of "Companies Holding Certificate of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

9. RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose or used by JSA except for evaluation purposes, shall--

- a. Mark the title page with the following legend: "**This proposal includes data that shall not be disclosed outside JSA and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a subcontract is awarded to this offeror as a result of--or in connection with--the submission of this data, JSA shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting subcontract. This restriction does not limit JSA's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets _____**", and
- b. Mark each sheet of data it wishes to restrict with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

10. EXPLANATION TO PROSPECTIVE OFFERORS

Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of a subcontract will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors.

11. WEB POSTING AND ACCESSING SOLICITATION DOCUMENTS

This requirement may be posted on the World Wide Web (WWW) at the site address <http://www.jlab.org>. After going to the Jefferson Lab home page, click on Business Connections and then on Solicitation Bulletin Board. It is the offeror's responsibility to monitor the Web page for amendments or revisions to the solicitation and other related information posted to the Web. To increase the efficiency of the procurement process, offerors are highly encouraged to use the WWW to register for the solicitation and access information. However, offerors that do not have access to the WWW may request a hard copy of the solicitation by providing the Subcontracting Officer the registration information to include: company name, mailing address, e-mail (if any), phone, and fax number, and the offeror's business size status. Jefferson Lab may direct offerors to obtain hard copies of specifications and/or drawings at a cost from a commercial source. Please note that a request for a mailed copy or any mailing delay may not result in an extension to the solicitation submission deadline.

12. ELECTRONIC AND FACSIMILE PROPOSALS (MARCH 2002) NOT AUTHORIZED.

13. TYPE OF SUBCONTRACT

JSA contemplates award of a **Firm Fixed Price** subcontract resulting from this solicitation.