

Design Build Contract for: Design/Build Contract for U.S. Department of Justice Robert F. Kennedy Building - Elevator Modernization Project

The Solicitation

**Design Build Contract for: Design/Build Contract for U.S. Department of
Justice Robert F. Kennedy Building - Elevator Modernization Project**

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I. General Information

I.A. The Solicitation and Contract

(1) This Solicitation sets forth requirements for proposals for a Contract to construct the Project described in the Solicitation Documents. Proposals conforming to the Solicitation requirements will be evaluated in accordance with the Method of Award set forth herein. The Government will award the Contract to the selected Offeror, subject to the conditions set forth herein.

(2) Neither the Solicitation nor any part of an Offeror's proposal shall be part of the Contract except to the extent expressly incorporated therein by the Contracting Officer.

(3) The Offeror's proposal submitted in response to this Solicitation shall constitute a firm offer. No contract shall be formed unless and until the Contracting Officer has countersigned the SF 1442 submitted by an Offeror and delivered to the Contractor a copy of the SF 1442 with original signatures together with the Agreement reflecting the Offeror's proposed prices.

I.B. List of Solicitation Documents

The Solicitation Documents are comprised of:

- (1) The Solicitation
- (2) Offeror Representations and Certifications Form
- (3) Standard Form (SF) 1442 – Solicitation Offer and Award
- (4) The Agreement and Attachments to the Agreement
- (5) The Statement of Work, Specifications, Drawings, and Exhibits

I.C. Authorized Representatives

The following individuals are designated as the authorized GSA representatives under this Solicitation:

Authorized Representative Information:
Contracting Officer's Information
Name: Kelly DeShields
Address: 1800 F Street, NW, Washington DC 20407
Telephone: (202) 308-9146

Authorized Representative Information:
Email: kelly.deshields@gsa.gov
Alternate POC Information
Name: Elwora Ahmed
Address: 1800 F Street, NW, Washington DC 20407
Telephone: 202-255-9273
Email: Elwora.Ahmed@gsa.gov

I.D. Pre-Proposal

Date: TBD
Time: TBD
U.S. Department of Justice Robert F. Kennedy Building - Elevator Modernization located at 850 Pennsylvania Ave, NW Washington, DC 20530.

I.E. Estimated Price Range

The estimated price range for the Project is more than \$10,000,000.

I.F. FAR 52.228-1 Bid Guarantee (Sep 96)

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

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier’s check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds—

(1) To unsuccessful bidders as soon as practicable after the opening of bids;
and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.

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

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

I.G. FAR 52.236-27 Site Visit – Construction (Feb 95)

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

(2) Site visits will be conducted by appointment only at the times and dates specified by the point of contact shown below. To arrange for a site visit, contact:

Name: Courtney Brown
Address: U.S. Department of Justice Robert F. Kennedy Building - Elevator Modernization located at 850 Pennsylvania Ave, NW Washington, DC 20530
Telephone: 202-812-9895
Email: Courtney.brown@gsa.gov

(3) Pre-registration is required for all attendees to the pre-proposal Site Visit. The Site Visit shall be limited to not more than four (4) representatives from each Offeror. Offerors shall submit a Visit Authorization Request (VAR) identifying all attendees from their respective team. Participants must have a valid, Government issued picture identification, driver's license preferred, to gain access for the pre-proposal Site Visit. Notification of the location of entry, where attendees are required to meet, and all other requirements for the Site Visit will be issued to the Offerors. Submit the VAR to the point of contact listed below.

Offerors shall submit names of their attendees information via email to courtney.brown@gsa.gov no later than (insert date and time).

- Name of Attendee (First, Middle, Last)
- Date of Birth:
- Social Security Number:
- Company (Name, Address, phone number)
- Company Designation (Sub/Prime)

Attendee Email:
Solicitation Number and Project Name

Site visits will be held at the following dates and times:

Date: TBD
Time: TBD

Date: TBD
Time: TBD

I.H. Receipt of Offers

(1) In order to be considered for award, offers conforming to the requirements of the Solicitation must be received at the following office no later than 4:00 pm Eastern Standard Time (EST) on the following date and at the following address.

Date: July 17, 2023
Address: Please submit a separate copy of technical and price proposal electronically to the Contracting Kelly DeShields at kelly.deshields@gsa.gov and the Contract Specialist Tanuja Majety at Tanuja.majety@gsa.gov

(2) Offers sent by commercial package delivery and hand delivery shall be deemed received as of the date and time of delivery to the office designated for receipt of offers.

(3) Offers sent by United States Mail shall be deemed timely if delivered to the address of the government installation designated for receipt of offers on or before the date established for receipt of offers.

II. Proposals

II.A. Proposal Contents

Proposals shall consist of the following documents, completed and executed in accordance with this Solicitation:

1. Price Proposal
2. Technical Proposal
3. Representations and Certifications
4. Standard Form 24, Bid Bond
5. Subcontracting Plan

6. GSA Form 527 – Contractor's Qualification and Financial Information
7. Proprietary Information Agreement(s)
8. Other Documents as Required

II.B. Proposal Format

Technical and Price Proposals shall be submitted electronically, via email, to the Contract Specialist and the Contracting Officer.

All offers shall include a detailed cost breakdown on the attached **BID SPREADSHEET**.

II.C. Price Proposal

(1) Contents

The Price Proposal shall consist of the SF 1442 and the Agreement, with prices and/or rates indicated for each price element shown on the pricing form included in Section II of the Agreement. Indicate the Base Contract Price, or if no such distinction is made, the Contract Price, in Block 17 of the SF 1442, which must be fully executed by the Offeror.

(2) Qualifications, Exclusions and Conditions

If the Offeror communicates in its proposal any qualifications, exclusions, or conditions to the proposed prices not provided for in the Contract Documents, the Contracting Officer may reject the proposal and exclude the Offeror from further consideration.

(3) Additional Proposal Requirements

Price proposal shall be submitted on the BID SPREADSHEET provided. Offers not submitted on this form will be considered non-responsive.

Offers that do not include complete responses to all technical evaluation factors will be deemed non-responsive.

II.D. Technical Proposal

The Technical Proposal shall include the information requested below for the non-price factors described in Section VI.

Technical proposals will be evaluated independently of the price proposal.

Lowest Price Technically Acceptable

1. The Government will make award to the responsible Offeror whose proposal conforms to the solicitation and is the lowest priced technically acceptable offer. All technical factors are of equal weight and will be evaluated on a "go," "no-go" basis.

The lowest priced proposal receiving a “go” for all technical factors will receive the award.

2. The Government will evaluate technical proposals to determine if an offer meets the minimum technically acceptable requirements. Failure to meet a technical requirement may result in an offer being determined technically unacceptable. A technically unacceptable rating for any one factor makes the entire proposal unacceptable.
3. The Government will evaluate the three (3) lowest price proposals first for technical acceptability. If they are considered technical acceptable, award will be made to the lowest price technically acceptable offeror. If the 3 lowest price proposals are determined to be unacceptable, the Government will review the next 3 lowest price proposals. The evaluation process shall continue until the Government determines a lowest price technically acceptable offeror.

The following non-price factors will be evaluated for acceptability:

Consensus - Each evaluator will independently evaluate all the technical aspects of the proposal(s). After the individual evaluators have separately evaluated the proposal(s), including preparation of their narrative explanations, the panel, under the leadership of the chairman, will meet and formulate its collective conclusions. Go/No-go determinations will be accompanied by a detailed explanation.

Factor 1 - Experience on Similar Projects:

Evaluation Criteria:

This factor evaluates the extent of the Offeror’s past experience as a firm in providing similar construction services to determine the firm’s experience in completing the tasks detailed in the performance work statement.

Acceptability Standard:

The Offeror must demonstrate objective standard as a General Construction (GC) Contractor responsible for the construction of at least three (3) similar projects substantially completed within the last eight (8) years. A “similar project” is defined as a project that is comparable in nature, type, and complexity as defined by all of the following characteristics:

- Project involved renovation or the modernization of the design and construction of at least 10 elevators.
- Project was performed in an occupied office building.

- Project involved all of the following disciplines - elevators (machine room and associated equipment: Fire/Life Safety, Mechanical and Electrical);
- The total project construction cost at award of the construction contract(s) was not less than \$8 million.

Submittal Requirement:

List three (3) construction projects that your firm has successfully completed over the last 8 years from the date of issuance of this solicitation. All 3 projects must, at a minimum, contain the following:

- Project title and contract number
- Offeror's role in the contract (prime or subcontractor); if subcontractor, list name, address, and phone number of prime contractor
- (Reference) Name of person representing the customer who is familiar with the project and their current phone number
- Project description and place of performance
- Contract period
- Project of minimum 10 elevators for design and construction services
- Description of work done directly by offeror
- Description of work done by subcontractor(s), if applicable (subcontracting plan)
- Original construction award amount
- Actual completion amount

If the project is presented for Joint Venture offerors, the proposal must indicate which participating member of the Joint Venture performed the services demonstrated. Maximum page count is 10 pages.

Factor 2 - Past Performance of Offeror

Evaluation Criteria: This factor evaluates the past performance of the Offeror to determine responsibility.

Acceptability Standard:

The Offeror's past performance record demonstrates satisfactory performance on at least three (3) similar projects substantially completed within the last five (5) years. Any proposal which does not demonstrate satisfactory performance on at least three (3) similar projects substantially completed within the last five (5) years will not be considered technically acceptable.

Submittal Requirements:

The Offeror must provide a GC Reference Form for each reference (a person or persons who may be contacted regarding the quality of the Offeror's past performance).

- List three (3) construction projects that your firm has successfully completed over the last 8 years from the date of issuance of this solicitation. All 3 projects must, at a minimum, contain the following: Project title and contract number Offeror's role in the contract (prime or subcontractor); if subcontractor, list name, address, and phone number of prime contractor
- (Reference) Name of person representing the customer who is familiar with the project and their current phone number
- Project description and place of performance Contract period
- Project of minimum 10 elevators for design and construction services
- Description of work done directly by offeror
- Description of work done by subcontractor(s), if applicable (subcontracting plan)
- Original construction award amount Actual completion amount

The Offeror must provide a GC Reference Form for each reference (a person or persons who may be contacted regarding the quality of the Offeror's past performance).

This factor considers the past performance of the Offeror. For each project submitted under Factor 1, the Offeror shall submit no more than two Past Performance Questionnaires (PPQ) (Attachment 1) filled out by owner references with knowledge of the Offeror's performance of the associated design build contract.

The Government requests that the offeror's reference complete the PPQ and submit it directly back to the contract specialist along with the technical proposal. Questionnaires may also be submitted by references directly to the Government via email to Contracting Specialist. Offerors are entirely responsible for ensuring that PPQs are submitted by the due date and time for receipt of proposals.

The government reserves the right to verify any and all information on this form.

Acceptability Standard (Go): The Offeror will be deemed technically acceptable if ALL of the minimum acceptable criteria are clearly met by the proposal.

NOTE: Once the proposal(s) has/have been determined to be "technically acceptable," the award will then be based on cost.

Offerors without a record of relevant past performance may not be evaluated favorably or unfavorably on past performance (i.e. they will receive a "neutral" rating)

To be rated "acceptable" for a project, all PPQ questions calling for an adjectival rating must be rated as satisfactory, very good, exceptional or not applicable and the reference must also answer "yes" to question 9.

Offerors are reminded that the completed Past Performance Questionnaires are confidential and are considered to contain procurement sensitive information (until determined otherwise).

The Government reserves the right to use other government data available in its assessment of the offeror. The quality of the reference information supplied will be considered. In accordance with FAR 15.306, the offeror will be given the opportunity to respond to adverse past performance information.

II.E. Other Information to Submit with Proposal

(1) Representations and Certifications

Offerors are reminded their SAM registration status must be “Active” at the time their offer is submitted to be considered for award (see FAR 52.204-7). Offerors submitting a proposal in response to this Solicitation shall complete electronic Annual Representations and Certifications in conjunction with required Entity registration in System for Award Management (SAM), accessed via [System for Award Management](#). Offerors shall also submit with their proposal, the Annual Representations and Certifications (FAR 52.204-8),

(2) Qualifications of Offerors

Offerors submitting a proposal in response to this Solicitation shall submit with their proposal evidence of their financial responsibility and capacity to perform the Contract. Offerors shall submit this information on GSA Form 527 – Contractor’s Qualifications and Financial Information. Where applicable, point of contact, including names and telephone numbers, are required for all contracts listed.

II.F. Requirements of Joint Venture Offerors

(1) All offers submitted by joint ventures must include a copy of an executed joint venture agreement (with original signatures) which fully discloses the legal identity of each member of the joint venture, the relationship between the members, the form of ownership of each member, and any limitations on liability or authority for each member.

(2) An authorized representative of each member of the joint venture must sign the SF 1442 accompanying an offer regardless of any agency relationship established between the members.

(3) In the case of corporations that are joint venture members, the corporation secretary must certify that the corporation is authorized to participate in the joint venture, either by so certifying in the joint venture agreement, or by submitting a separate certification to the Government. The joint venture must also provide a

certificate that identifies a principal representative of the joint venture with full authority to bind the joint venture.

(4) Representations and certifications, financial information, and past performance information must be submitted for each member of the joint venture.

III. General Provisions

III.A. Availability of Funds

Issuance of this Solicitation does not warrant that funds are presently available for award of a Contract. Award of the contract shall be subject to the availability of appropriated funds, and the Government shall incur no obligation under this Solicitation in advance of such time as funds are made available to the Contracting Officer for the purpose of contract award.

III.B. Requests for Clarification or Interpretation

The Government will attempt to answer all requests for clarifications or interpretations of the Solicitation Documents prior to the date set for receipt of offers.

III.C. Notice to Small Business Firms

A program for the purpose of assisting qualified small business concerns in obtaining certain bid, payment, or performance bonds that are otherwise not obtainable is available through the Small Business Administration (SBA) ([Small Business Administration](#)). For information concerning SBA's surety bond guarantee assistance, contact your SBA District Office.

III.D. Information Concerning the Disclosure of Solicitation Results

This acquisition is being conducted under the provisions of FAR Part 15 as a negotiated procurement. In accordance with FAR 3.104 and FAR 15.207, after receipt of proposals, no information regarding the identity of those submitting offers, the number of offers received, or the information contained in such offers will be made available until after award except as provided by FAR 15.503.

III.E. Affirmative Procurement Program

GSA has implemented an Affirmative Procurement Program (APP) intended to maximize the use of recovered materials, environmentally preferable, and bio-based products. Offerors should familiarize themselves with the requirements for using and reporting on the use of such materials in performance as set forth in the Agreement. Refer to Clause FAR 52.223-10 encouraging vendors to practice waste reduction.

III.F. Notice Concerning Preparation of Proposals

Offerors are cautioned to carefully read the entire Solicitation and the Agreement to be included in the Contract, as contemplated by the Solicitation, in order to be fully aware

of all requirements and clauses in the contemplated Contract. Verify that all blanks requiring information to be supplied in an Offer have been properly filled out, that all pricing and other numerical data is accurately calculated, and that all copies of the Offer contain the same information.

III.G. Bond Requirements

If a bid guarantee is required to be submitted with your offer, any contract awarded will require a performance bond and payment bond as specified in the Agreement. Offerors who utilize individual sureties should note the requirement for a certified, audited, financial statement for each person acting as an individual surety under clause FAR 52.228-1 Bid Guarantee and the requirements of clause FAR 52.228-11 Pledge of Assets.

III.H. Contractor Performance Information

(1) *Evaluating Contractor Performance*: The General Services Administration is using the Contractor Performance Assessment Reporting System (CPARS) module as the secure, confidential, information management tool to facilitate the performance evaluation process. CPARS enables a comprehensive evaluation by capturing comments from both GSA and the contractor. The website for CPARS is [Contractor Performance Assessment](#)

Completed CPARS evaluations may then be used by the Federal acquisition community for use in making source selection decisions. CPARS assists acquisition officials by serving as the single source for contractor past performance data.

(2) *CPARS Registration*: Each award requiring an evaluation must be registered in CPARS. The contractor will receive several automated emails. Within thirty days of award, the contractor will receive an e-mail that contains user account information, as well as the applicable contract and order number(s) assigned. Contractors will be granted one user account to access all evaluations.

(3) *Contractor CPARS Training*: Contractors may sign up for CPARS training. A schedule of classes will be posted to the CPARS training site ([CPARS Training](#)) and updated as needed.

(4) *Contractor Representative (CR) Role*: All evaluations will be sent to the Contractor Representative (CR) named on your award. The CR will be able to access CPARS to review and comment on the evaluation. If your CR is not already in the CPARS system, the contracting officer will request the name and email address of the person that will be responsible for the CR role on your award.

Once an evaluation is ready to be released the CR will receive an email alerting them the evaluation is ready for their review and comment. The email will indicate the time

frame the CR has to respond to the evaluation; however, the CR may return the evaluation earlier than this date.

GSA shall provide for review at a level above the contracting officer (i.e., contracting director) to consider any disagreement between GSA and the contractor regarding GSA's evaluation of the contractor. Based on the review, the individual at a level above the contracting officer will issue the ultimate conclusion on the performance evaluation.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file.

III.I. Safeguarding and Dissemination of Controlled Unclassified Information (CUI) Building Information

Certain information contained in the Solicitation Documents may have been designated as Controlled Unclassified Information (CUI) building information. With respect to such information, Offerors shall agree to the terms for receipt of such information, as set forth in the provision "Administrative Matters" in Section III of the Agreement, as a condition of receipt of such information.

III.J. INFORM

A.

Not applicable (GSAM § 515.3702-2(a)(2))

III.K. Mega Construction Project Program

The Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) Mega Construction Project (Megaproject) Program fosters equal opportunity in the construction trades workforce of federal contractors and subcontractors on large federal construction projects.

When OFCCP designates a construction project as a Megaproject, OFCCP offers contractors and subcontractors extensive compliance assistance, conducts compliance evaluations, and fosters collaboration across the public and private sectors. From the earliest stages of a designated Megaproject, OFCCP engages a wide range of stakeholders in the community to remove hiring barriers and promote consideration of a diverse pool of qualified workers for jobs in the trades.

If this project is selected by OFCCP, the contractor will be required to participate in the Mega Construction Project Program and comply with the requirements enforced by OFCCP.

To learn more about OFCCP's Mega Construction Project Program, please see <https://www.dol.gov/agencies/ofccp/construction/mega-program>.

IV. FAR/GSAR Solicitation Provisions

IV.A. FAR 52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29 (AUG 98)

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

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978

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

IV.B. FAR 52.211-3 Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions (JUN 1988)

(Applicable to solicitations that cite specifications not listed in the Index and are not furnished with the solicitation)

(a) The specifications cited in this solicitation may be obtained from: GSA Specifications Unit at (202) 755-0325. MIL Specifications may be obtained by calling (215) 697-2179.

(b) The request should identify the solicitation number and the specification required by date, title, and number as cited in the solicitation.

IV.C. FAR 52.216-1 Type of Contract (APR 84)

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

IV.D. FAR 52.222-5 Construction Wage Rate Requirements—Secondary Site of the Work (MAY 14)

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

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

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

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

IV.E. FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)

(Applicable to solicitations resulting in construction contracts in excess of \$10,000.)

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

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

[CO Note: Locality goals can be found at [Participation Goals](#)]

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
28%	6.9%

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

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as

amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

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

IV.F. Buy American Requirements

	Under \$7,032,000	Between \$7,032,000 and less than \$12,001,460	\$12,001,460 or more
Solicitation Provision	FAR 52.225-10	FAR 52.225-12 Alternate II	FAR 52.225-12

FAR 52.225-10 Notice of Buy American Requirement-Construction Materials (MAY 2014)

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

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of Provision)

FAR 52.225-12 Notice of Buy American Requirement-Construction Materials Under Trade Agreements (MAY 2014) Alternate II (JUNE 2009)

(a) *Definitions.* "Bahrainian, Mexican, or Omani construction material," "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-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 statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of

FAR clause [52.225-11](#) in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction 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, except foreign construction material from a designated country other than Bahrain, Mexico, or Oman 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 other than Bahrainian, Mexican, or Omani 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 other than Bahrainian, Mexican, or Omani 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)

FAR 52.225-12 Notice of Buy American Requirement-Construction Materials Under Trade Agreements (MAY 2014)

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

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction 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)

IV.G. Buy American Exceptions

For Buy American exceptions, if any, see the applicable Buy American clause in Section IV of the Agreement

IV.H. FAR 52.233-2 Service of Protest (SEP 06)

(a) Protests, as defined in section 31.101 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 the Contracting Officer at the address provided in the provision "Receipt of Offers" in Section I (General Information).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

IV.I. FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 98)

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 address:

[Federal Acquisition Regulation](#)

NUMBER	TITLE	DATE
52.204-22	Alternative Line Item Proposal	JAN 17
52.214-34	Submission of Offers in the English Language	APR 91
52.215-16	Facilities Capital Cost of Money	JUN 03
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 22
52.236-28	Preparation of Proposals - Construction	OCT 97

IV.J. GSAR Clause 552.102 Incorporating Provisions and Clauses

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.

IV.K. GSAR 552.252-5 Authorized Deviations in Provisions (Nov 2021)(DEVIATION FAR 52.252-5)

(a) Deviations to FAR provisions. This solicitation identifies any authorized deviation to a Federal Acquisition Regulation (FAR) (48 CFR chapter 1) provision by—

(1) The addition of “(DEVIATION)” after the date of the FAR provision when an authorized deviation to a FAR provision is being used, and

(2) The addition of “(DEVIATION FAR (provision number))” after the date of the GSAR provision when a GSAR provision is being used in lieu of a FAR provision.

(b) Deviations to GSAR provisions. This solicitation identifies any authorized deviation to a General Services Administration Acquisition Regulation (GSAR) (48 CFR chapter 5) provision by the addition of “(DEVIATION)” after the date of the provision.

(c) “Substantially the same as” provisions. Changes in wording of provisions prescribed for use on a “substantially the same as” basis are not considered deviations.

IV.L. Small Business Subcontracting Plan

A Small Business Subcontracting Plan, as required under FAR 52.219-9, is/is not required to be submitted with offers.

IV.M. Project Labor Agreement (PLA)

(1) This Project Labor Agreement section only applies to proposals submitted subject to the PLA requirements of this solicitation.

(2) FAR 52.222-33 Notice of Requirement for Project Labor Agreement (May 2010) Alternate 1 (DEVIATION July 2011)

(a) Definitions. “Labor organization” and “project labor agreement,” as used in this provision, are defined in the clause of this solicitation entitled Project Labor Agreement.

(b) The apparent successful offeror shall negotiate a project labor agreement with all labor organizations having jurisdiction over the trades involved in the construction of the project. The project labor agreement must be signed by all such labor organizations and cover the entirety of the construction work to be performed during the term of the resulting construction contract.

(c) Consistent with applicable law, the project labor agreement reached pursuant to this provision shall—

- (1) Bind the offeror and all subcontractors engaged in construction on the construction project to comply with the project labor agreement;
- (2) Allow the offeror and all subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;
- (3) Contain guarantees against strikes, lockouts, and similar job disruptions;
- (4) Set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the term of the project labor agreement;
- (5) Provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health; and
- (6) Fully conform to all statutes, regulations, Executive orders, and agency requirements.

(d) Any project labor agreement reached pursuant to this provision does not change the terms of this contract or provide for any price adjustment by the Government.

(e) The apparent successful offeror shall submit to the Contracting Officer a copy of the project labor agreement prior to contract award.

(3) The requirements of 52.222-33 Alt I are supplemented as follows:

(a) The project labor agreement reached pursuant to FAR 52.222-33 Alt I shall supersede the terms of any other collective bargaining agreement that conflict with the terms of such project labor agreement.

(b) Within 30 days following receipt of written notification to the apparent successful offeror by the Contracting Officer, the apparent successful offeror shall furnish the Contracting Officer with a copy of an executed project labor agreement that meets the requirements of this Section. If, for any reason, the apparent successful offeror fails to furnish such project labor agreement within the time stated above, the Government may, in its sole discretion, eliminate the proposal from consideration and select the next apparent successful offeror.

IV.N. Requiring Certified Cost or Pricing Data [15.403-4]

IV.O. Additional Provisions

- (i) [GSAR 552.236-74, Evaluation of Options \(Mar 2019\) /](#)
- (ii) [GSAR Clause 552.236-77, Government's Right to Exercise Options \(Mar 2019\)](#)

V. Instructions and Clauses

V.A. FAR 52.215-1 Instructions to Offerors – Competitive Acquisition (NOV 2021)

(a) *Definitions.* As used in this provision-

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

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.

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.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

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.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) 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 (i) addressed to the office specified in the solicitation, and (ii) showing 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 paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) 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.

(3) Submission, modification, revision, and withdrawal of proposals. (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government 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 Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government 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 Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government 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 Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government 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 Government 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 Government processes resume.

(v) 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 proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at [52.215-5](#), Facsimile Proposals. 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.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR [52.225-17](#), Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) 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.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *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 the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government 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 contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government'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 [*insert numbers or other identification of sheets*]; and

(2) 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.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR [15.306\(a\)](#)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of a proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

V.B. Security Requirements

HSPD-12 Security and Credentialing Requirements

PART 1 - SECURITY REQUIREMENTS AND PERSONAL IDENTITY VERIFICATION AND CREDENTIALING PROCEDURES FOR CONTRACTORS (NON-CLASSIFIED CONTRACT)

1.1 The General Services Administration (GSA) reserves the right to verify the identities of Contractor personnel with routine, unaccompanied access to GSA facilities or Information Technology (IT) systems and networks, to make contract employment suitability determinations based on background investigations, and control access to GSA facilities and IT systems and networks based on the suitability determinations. The term 'Contractor' refers to the General/Prime Contractor Company or lessor on a GSA contract and any related Subcontractor(s) company and Vendor(s). The term 'Contractor Personnel' refers to any Contractor personnel supporting GSA contracts. The Contractor and their Contractor Personnel shall comply with the GSA Personal Identity Verification (PIV) procedures outlined below, that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and the Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. HSPD-12 requires Federal agencies to issue standardized PIV credentials to Federal employees and contractors and use the credentials for access to Federal facilities and IT networks and systems. GSA branded the PIV card that GSA issues to its personnel as the GSA Access Card. The GSA Access Card enables routine, unescorted access to GSA facilities and IT systems and network.

1.2 In accordance with FAR 52.204-9 (Personal Identity Verification of Contractor Personnel (Jan 2011)). the Contractor shall account for all GSA credentials issued to Contractor Personnel in connection with the performance under this contract. **The Contractor Personnel shall immediately return credentials issued by GSA under any of the following conditions, as stipulated in FAR 52.204-9:**

All Contractor Personnel who will perform work on a GSA contract and will require routine access to GSA facilities or IT systems and networks may be required to obtain a GSA Access Card. The GSA Contracting Officer or their Designated Representative and/or the Security Officer will define routine access. Contractors must receive a favorable result on their Federal Bureau of Investigation (FBI) Fingerprint Check and GSA must have initiated a minimum of a National Agency Check with Written Inquiries (NACI) before GSA can issue an Access Card to them. GSA will revoke the Access Card for a Contractor who receives an unfavorable final suitability determination based on the NACI or higher background investigation. GSA may also remove the Contractor from the GSA contract and restrict access to

GSA facilities and IT systems and networks if the Contractor receives an unfavorable final suitability determination.

- A. GSA has full and complete control over granting, denying, withholding or terminating suitability determinations for Contractor Personnel supporting GSA contracts. GSA may authorize and grant temporary suitability to Contractor Personnel. A temporary or preliminary suitability determination by GSA does not guarantee that GSA will grant a favorable final suitability determination. A favorable temporary, preliminary or final suitability determination by GSA shall not prevent, preclude, or bar GSA from withdrawing or terminating a suitability determination.
- B. HSPD-12 establishes the minimum background requirements for GSA to issue an Access Card. GSA may require Contractor Personnel to obtain a higher background investigation level than the minimum required background investigation for an Access Card based on the Contractor Personnel's contract employment job duties.
- C. Contractor Personnel may be required to submit additional personnel information to other Government Agencies affected by the contract work and based on working within that Agency's space.

1.3. GSA may require Contractor Personnel who need less than routine access to GSA facilities or IT systems and networks to receive a favorable result on a National Agency Check (NAC) to access GSA facilities or IT systems and networks. The GSA Contracting Officer or their Designated Representative and/or the Security Officer will define the level of access to GSA facilities or IT systems and networks from a favorable NAC and will define how long the access is valid. Contractor Personnel that are not required to receive a favorable suitability determination may be required to be escorted at all times while in non-public GSA space.

1.4. The Contractor shall account for all GSA credentials issued to Contractor Personnel in connection with the performance under this contract. The Contractor Personnel shall immediately return credentials issued by GSA under any of the following conditions:

- A. When the Contractor Personnel is no longer required for contract performance.
- B. Upon completion of the Contractor Personnel's employment.
- C. Upon contract completion or termination.
- D. If the Contractor Personnel is removed from the contractor based on an unfavorable determination on any suitability check.

1.5. The Contracting Officer may delay final payment or execute an equitable adjustment under the contract, if the Contractor and their Contractor Personnel fail to comply with the requirements in paragraph 1.4.

1.6. Contractor shall insert these requirements in all subcontracts. It shall be the responsibility of the Contractor to return all credentials issued by GSA in accordance with the terms set forth in paragraph 1.4, above of this section.

PART 2 - FEDERAL DEBT REDUCTION AND OVERSIGHT OF FEDERAL FUNDS

2.1 The GSA has a fiduciary responsibility to provide oversight of federal funding. The Contractor will work with the GSA to reduce expenditures and assure oversight of federal tax dollars when requesting background checks. In order to reduce expenses and ensure prudent use of federal funds, the Contractor will make every effort to pre-screen or interview prospective personnel to help ensure they are suitable for employment and are able to pass a background check prior to submitting employee applications to GSA.

2.2 The Contractor company shall assign and dedicate a single Point of Contact (POC) for the overall control, management, and oversight of all suitability investigation applications for its Contractor employees. The Contractor POC is responsible for collecting all of the Contractor employee background investigation documents and submitting them to the Contracting Officer or their Designated Representative to ensure the completion of the background investigation request. The Contractor POC shall follow the method identified by the GSA Contracting Officer or their Designated Representative and/or the Security Officer to submit the background investigation documents to GSA. The Contractor POC must provide follow-up and monitoring to ensure that the Contractor Personnel who needs an investigation responds to requested information and completes all required forms within the prescribed times allowed so as not to delay the project schedule or project completion date.

2.3 The Adjudicating Office of the Federal Protective Service may forward a written notification to contractor personnel for clarification information that pertains to the background investigation requesting additional information or supporting documentation. The POC shall ensure the Contractor responds to such inquiries so as not to cause delay or consider submitting an alternate applicant so as not to cause delay with the project schedule or project completion date.

PART 3 - ADJUDICATION AUTHORITY

3.1 GSA and its Authorized Agent, the Federal Protective Services (FPS) or any other named designee, will be responsible for conducting the HSPD-12 background investigations, and credentialing of Contractor Personnel. GSA has the final authority to process the HSPD-12 background investigations, as directed by the Office of Personnel Management (OPM).

PART 4 -PROCESSING OF HSPD-12 INVESTIGATIONS AND CREDENTIAL PROCEDURES

4.1 Submission of Forms: All Contractor Personnel requiring facility or IT system and network access may be responsible to fill out and complete security HSPD-12 forms and fingerprint cards or electronic fingerprint scans prior to being allowed access. GSA will provide detailed instructions on the HSPD-12 process, the forms to be submitted, and the handling of the forms after the contract has been awarded. Depending on the level of responsiveness and timeliness of individual Contractor personnel, a maximum of fifteen (15) days is expected for the completion and submission of all forms by the applicant for review through the GSA. More importantly, however, the Contractor and the single Contractor Point of Contact (POC) managing all Contractor Personnel has the responsibility to submit applications in a timely fashion so as not to delay any project activities or the overall project schedule. Complete submissions of all suitability investigation forms are required to be provided for all applicants a minimum, thirty (30) days prior to access being required without the need for a HSPD-12 credential or sixty (60) days prior to access being required when a HSPD-12 credential is required. Access requirements by Contractor Personnel shall be based on the contract time performance requirements, and the planned activities on the approved project schedule. The Contracting Officer or their Designated Representative and/or Security Officer will notify the Contractor POC in writing if any Contractor Personnel receive an unfavorable decision on their background investigation, and effective immediately; the individual will no longer be allowed to work on the project. The Contractor Personnel shall be responsible for planning and scheduling its work in such a manner as to account for the facility or IT access requirements. Difficulties encountered by the Contractor Personnel in gaining access when required by not fulfilling application requirements in a timely manner shall not be an excuse for Contractor non-performance under the contract, or the granting of any time extensions.

A. Throughout the life of the contract, the Contractor shall be responsible to follow these same procedures for any new Contractor personnel, who will require access to GSA's space or IT systems and networks.

B. Also throughout the life of the contract, the Contractor shall maintain a listing of current/active personnel and its subcontractors' personnel that have received a favorable suitability investigation and/or have a GSA credential. The Contractor shall provide the Contracting Officer or its Designated Representative, an updated listing of current/active personnel or subcontractors' personnel when requested.

4.2. Unsuitable Personnel: If the Contracting Officer receives an unsuitable report on any Contract Personnel after the processing their application, or if the GSA finds a prospective Contractor Personnel to be unsuitable or unfit for their assigned duties the Contractor POC shall be advised immediately by the Contracting Officer or their

Designated Representative and/or the Security Officer that the Contractor Personnel cannot continue to work or be assigned to work under the contract. The Contractor must then take action to remove the Contractor Personnel from the GSA contract.

4.3 Criteria for Eligibility: Refer to GSA Order 9732.1 or 5 CFR 731 which outlines the disqualifying and mitigating factors for personnel acceptance.

4.4 Prior Background Investigation: Contractor Personnel background investigations obtained through this process may be acceptable if the investigation can be validated to be equal to or higher level than required of the contract, and there is no break in service from when the suitability was provided. The Contracting Officer or their Designated Representative and/or the Security Officer in consultation with the FPS will determine whether there is a break in service and whether a prior background investigation meets GSA's requirements to grant access to GSA facilities and IT systems and networks. GSA requires the Contractor Personnel to submit required background investigation documents for GSA to determine whether a prior investigation meets GSA requirements to grant access to GSA facilities and IT systems and networks.

4.5. Identification Credential: The following paragraphs describes GSA's requirements for Contractor Personnel to display GSA credentials, follow GSA building screening procedures, and follow procedures to report lost GSA credentials.

- A. Contractor Personnel with GSA credentials shall be required to comply with all applicable access security screening procedures applicable to Government or other personnel possessing similar credentials, or as determined by the building practices as defined by the Facility Security Committee.
- B All Contractor Personnel possessing credentials (Access Card, other agency-issued PIV credentials, or other credentials) shall visibly display their credentials at all times while in the building(s) where work is being performed.
- C. The Contractor shall be responsible for ensuring that all GSA identification credentials are returned to the GSA when Contractor Personnel are no longer employed, providing service under the contract, the contract ends or the Contractor Personnel is removed as a result of an unfavorable determination on any suitability check.
- D. **The Contractor Personnel shall notify the GSA when credentials are lost. If the Contractor Personnel is determined to be negligent, the Contractor may be responsible for reimbursing the Government for its cost in issuing a replacement credential.**

PART 5 - GSA ACCESS CARD: CONTRACTOR'S TRAVEL COSTS

5.1. Contractor personnel who require routine access to GSA-controlled facilities and/or access to GSA IT systems must receive a preliminary favorable HSPD-12 security background investigation, before receiving a GSA Access Card.

5.2. Following a favorable HSPD-12 security background investigation, Contractor Personnel may be required to enroll and activate a GSA credential card at a designated location. The credential card is also a photo Identification card, which includes biometric information. The following information is provided to assist the Contractor in estimating the costs that may be associated with this requirement. The Contractor Personnel will be expected to utilize the nearest credentialing site to their offices or place of contract performance. The credentialing station may be a mobile station in the area, or as a fixed station whose location(s) can be located through the following source:

<http://www.fedidcard.gov/centerlocator.aspx>. Credentialing centers that are listed as “Open to all Agency personnel” are open to all customer agencies including GSA Contractors. Credentialing centers that are listed as “For use by personnel from this Agency only” mean that they are only open to personnel of that specific agency that is hosting that credentialing center. Currently a minimum of two visits to a credentialing center may be required to enroll and activate the GSA credential. The first visit is to enroll for the credential, and the second visit may be required to pick-up and activate the credential. Travel distance to a credentialing center will vary based on availability of enrollment and activation stations identified in the link above. Additional visits to a credentialing center may also be required if the card holder needs to recertify their credential certificate (every 3 years), or when the employee will need to renew their GSA credential that has expired (every 5 years). Additional visits may also be required for lost or damaged credentials needing replacement.

5.3. If a GSA credential card is required, the Contractor would be responsible for all travel and labor costs associated with fingerprinting to meet the background investigation along with the credential card enrollment and activation steps to meet HSPD-12 requirements unless stated otherwise elsewhere in the contract. Travel costs may be comprised of mileage, vehicle rental, or other modes of transportation, per diem, and lodging. These costs are considered reasonable to the extent that they do not exceed, on a daily basis, the maximum rates in effect at the time of travel, as set forth in the Federal Travel Regulation, Chapter 301 – Temporary Duty (TDY) Travel Allowances, which can be accessed at the following website: <http://www.gsa.gov/fttr>. Information on Privately Owned Vehicle (POV) Mileage Reimbursement Rates can be accessed at the following website: <http://www.gsa.gov/travelpolicy>.

5.4 Any annual training requirements associated with IT access that may be required for continued use of the GSA credential is expected to be completed within a timely fashion. Otherwise, the Contractor Personnel’s access may be revoked and the credential take.

V.C. Additional Clauses

- (i) GSAR Clause 552.211-10, Commencement, Prosecution, and Completion of Work (Mar 2019)
 - (ii) GSAR Clause 552.211-12, Liquidated Damages-Construction (Mar 2019)
 - (iii) GSAR Clause 552.211-13, Time Extensions (Mar 2019)
 - (iv) GSAR Clause 552.211-70, Substantial Completion (Mar 2019)
 - (v) GSAR Clause 552.232-5, Payment Under Fixed Price Construction Contracts (Mar 2019)
 - (vi) GSAR Clause 552.236-6, Superintendence by the Contractor (Mar 2019)
 - (vii) GSAR Clause 552.236-11, Use and Possession Prior to Completion (Mar 2019)
 - (viii) GSAR Clause 552.236-15, Schedules for Construction Contracts (Mar 2019)
Alternate II
 - (ix) GSAR Clause 552.236-21, Specifications and Drawings for Construction (Mar 2019)
Alternate I
 - (x) GSAR Clause 552.236-70, Authorities and Limitations (Mar 2019)
 - (xi) GSAR Clause 552.236-71, Contractor Responsibilities (Mar 2019) *Alternate I*
 - (xii) GSAR Clause 552.236-72, Submittals
 - (xiii) GSAR Clause 552.236-73, Subcontracts (Apr 1984)
- GSAR Clause 552.243-71, Equitable Adjustments (Mar 2019)

VII. Method of Award – Lowest Price Technically Acceptable (LPTA)

1) The Government intends to award a contract resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value from the selection of the technically acceptable proposal with the lowest evaluated price. Award will be made on the basis of the lowest evaluated price of proposals meeting the acceptability standards for non-price factors. Proposals will be evaluated for acceptability but will not be ranked using the non-price factors.

- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award on initial proposals. Therefore, the offeror's initial proposal shall contain the offeror's best price. If multiple line items are priced, each line item will be evaluated to ensure that balanced pricing exists. If the line items are determined to be unbalanced for the offeror that presents the lowest priced technically acceptable proposal, the Government will allow that offeror the opportunity to balance the line items prior to award. If the offeror cannot, or chooses not to, balance the line items, the Government shall deem the offeror's proposal as unacceptable.
- (5) A written award or acceptance of a proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (6) Unsuccessful offerors will be notified in accordance with FAR 15.503

Each evaluator will independently evaluate all the technical aspects of the proposal(s). After the individual evaluators have separately evaluated the proposal(s), including preparation of their narrative explanations, the panel, under the leadership of the chairman, will meet and formulate its collective conclusions.

VI.A. Evaluation of Offers

(1) The Government will award a contract resulting from this Solicitation to the responsible Offeror whose offer conforming to the Solicitation will be the best value to the Government, Total Evaluated Price and other factors considered. In addition to Total Evaluated Price, the following non-price factors shall be used to evaluate offers:

Factor 1 - Experience on Similar Projects

Factor 2 - Past Performance of Offeror

EVALUATION OF THE TECHNICAL PROPOSAL

Go/No-go determinations will be accompanied by a detailed narrative justification so that GSA can demonstrate that selection is based on intelligent and rational judgment of the technical merits of each evaluated proposal.

Acceptable Rating: Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.

Unacceptable Rating: Based on the offeror's performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort.

VI.B. Determination of Responsibility

In order to be considered responsible, an Offeror must demonstrate that it meets the requirements of FAR 9.104-1. The Contracting Officer's determination of an Offeror's responsibility or non-responsibility may be based upon any information obtained by the Contracting Officer and is independent of the evaluation of offers set forth herein.

VI.C. Price Reasonableness

The proposed prices will be evaluated for reasonableness. Price reasonableness determines whether an Offeror's price is too high. Analysis of price proposals will be performed using one or more of the techniques defined in FAR 15.404 in order to determine price reasonableness. Normally, price reasonableness is established through adequate price competition, but may also be determined through price analysis techniques as described in FAR 15.404-1. Notwithstanding anything to the contrary in this solicitation and for the avoidance of doubt, the Government will **not** perform a price realism analysis of the Offeror's proposal.

OR

VI.C. Price Analysis and Price Realism Analysis

(1) The Contracting Officer will use Price Analysis to analyze the Offeror's proposal to ensure that the final agreed-to-price is fair and reasonable. In performing Price Analysis, the Contracting Officer may use, singly or in combination with others, the analytical techniques described in FAR 15.404-1, to ensure that the final price is fair and reasonable. The Contracting Officer may request the advice and assistance of other experts to ensure that appropriate price analysis is performed.

VI.D. Unbalanced Prices

Offers must include balanced prices. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of price analysis techniques. All offers with separately priced line items or subline items shall be analyzed to determine if the prices are unbalanced. If price analysis techniques indicate that an offer is unbalanced, the contracting officer shall: (i) Consider the risks to the Government associated with the unbalanced pricing in determining the competitive

range and in making the source selection decision; and (ii) Consider whether award of the contract will result in paying unreasonably high prices for contract performance. An offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

VI.E. Total Evaluated Price

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s). Total Evaluated Price shall be calculated using the prices indicated in the Price Proposal, using the following formula:

BID SHEET ATTACHED

VI.F. Non-Price Factors

Factor 1 - Experience on Similar Projects

Factor 2 - Past Performance of Offeror

VI.G. Evaluation of Joint Venture Offerors

In the evaluation of responsibility and non-price factors, information submitted for a party to the joint venture will only be evaluated to the extent that the terms of the joint venture agreement do not limit such party's performance or financial obligations as a party to the Contract contemplated by this Solicitation.