

<b>SOLICITATION, OFFER, AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER  15F06723R0000019		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED  2/10/2023
6. REQUISITION/PURCHASE NUMBER		7. ISSUED BY FACILITIES CONTRACTS UNIT - HQ 935 Pennsylvania Ave., NW ROOM 6329 Washington, DC 20535				
8. ADDRESS OFFER TO (If other than Item 7) FINANCE DIVISION ATTN: SEAN GOODWIN 2400 SCHUSTER DRIVE CHEVERLY, MD 20781-1211		9. ISSUED BY CODE 1200				

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

**SOLICITATION**

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_ (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION	

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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	0 CALENDAR DAYS (%)
	0.00 %	0.00 %	0.00 %	0.00 %
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.		DATE	AMENDMENT NO.
	001		3/7/2023	

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)		
15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXTENSION			

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (if other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE 1200 Send all invoices via IPP, NOT central_invoices@fbi.gov	
26. NAME OF CONTRACTING OFFICER (Type or print) Eric J Thomas		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## SECTION B – SERVICES AND PRICE

### 1.1 Contract Type

The Federal Bureau of Investigation (FBI) intends to make a single award for a firm-fixed-price Indefinite Delivery, Indefinite Quantity (IDIQ) task order contract in accordance with Federal Acquisition Regulation (FAR) parts 15 and 37.

This solicitation is issued as a total small business set-aside. The NAICS code for this procurement is 541330, Engineering Services, with a small business size standard of \$16.5 million.

### 1.2 Period of Performance

Contract performance is structured using the Contract Line Item Numbers (CLINs) identified below. The Period of Performance consists of a one-year base period and four (4) one-year option periods.

Base/Option	CLIN	DESCRIPTION	Period of Performance
Base Year	0001	Enhanced Commissioning Services	365 Calendar Days from award
Option Year 1	1001	Enhanced Commissioning Services	365 Calendar Days
Option Year 2	2001	Enhanced Commissioning Services	365 Calendar Days
Option Year 3	3001	Enhanced Commissioning Services	365 Calendar Days
Option Year 4	4001	Enhanced Commissioning Services	365 Calendar Days

### 1.3 Pricing

The basic IDIQ contract will not be priced, but instead will establish pre-negotiated pricing rates to be used on Task Orders. The total obligation ceiling for this IDIQ contract is \$5 million. The FBI will issue priced Task Orders during the contract period on an as-needed basis for Independent Third-Party Enhanced Commissioning Services. Required services for specific projects will be solicited to the IDIQ awardee via Task Order Request for Proposal (TORP). Proposals for Task Orders will be evaluated in accordance with FAR subpart 16.5. Task Orders may be issued any time during the Period of Performance contingent upon needs of the Government and availability of funds.

**FEDERAL BUREAU OF INVESTIGATION**

**FINANCE AND FACILITIES DIVISION**

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**STATEMENT OF WORK**

**Independent Third Party Enhanced Commissioning  
Services for FBI Facilities**

**Redstone Arsenal, Huntsville, AL**



**21 March 2023**

**Solicitation No: 15F06723R0000019**

## **1.0 BACKGROUND**

The U.S. Army has permitted approximately 1,600 acres of land at Redstone Arsenal to the Federal Bureau of Investigation (FBI), which will enable the FBI to enhance its' operations, operational support, technology, training, and research and development capabilities and capacities. The FBI, in close collaboration with Redstone Garrison Directorate of Public Works (DPW), seeks to further its own mission goals and objectives by leveraging Redstone Arsenal's long-range goal to transform itself into a key US government (defense and non-defense) research, development, test and evaluation center, and technology hub. The FBI envisions the development at the Redstone Arsenal campus as spearheading the construction of 21st century facilities across the FBI's facilities portfolio. The volume of data collected during FBI investigations continues to rapidly expand. As criminal and terrorist threats become more diverse and dangerous, the role of technology becomes increasingly important to investigations. Additional facilities are needed on the FBI's North and South Campuses to provide state-of-the-art capabilities that support the FBI's expanded role in dealing with rapidly changing 21st century threats.

## **2.0 OVERVIEW OF REQUIREMENTS**

This Statement of Work (SOW) requires services of an Independent Third Party Enhanced Commissioning provider (also herein referred to as either "Commissioning Provider" or CxP) to provide all necessary professional and technical services and support to fully satisfy the Government's requirements identified herein. The Commissioning Provider shall assist the Government in the commissioning process to the standards dictated by Task Order-specific project requirements, building codes, and LEED v4.1. The CxP shall lead, oversee, coordinate, and manage all commissioning processes consistent with the requirements for LEED v4.1, EA Credit 3: Enhanced Commissioning to obtain 6 points. The CxP shall provide all management supervision, labor, materials, supplies and equipment, and shall investigate, plan, schedule, coordinate and ensure effective performance of all services required in accordance with this SOW and all other documents, criteria and data that are incorporated into the SOW by reference.

Task Orders may include, but are not limited to, commissioning services during design, construction, and post occupancy of the following new FBI facilities on Redstone Arsenal:

- a. Expansion to shipping/receiving structure, approximately 10,000 gsf.
- b. Firing range, approximately 45,000 gsf.
- c. Building cluster #1 (including central utility plant, parking structure, and small buildings of various types), approximately 650,000 gsf.
- d. Building cluster #2 (including a variety of medium- and small-sized buildings), approximately 207,000 gsf.
- e. Classroom and Training Facility, approximately 80,000 gsf.

## **3.0 TASK ORDERS**

All work under this contract will be ordered by issuance of individual Task Orders (OF 347). No work shall be performed under this contract before an individual Task Order has been issued by the Contracting Officer. The Task Order will include specific requirements that are

to be performed, include funding for the ordered work, state the period of performance covered, and provide invoicing instructions. Only the Contracting Officer, by issuance of a modification, may make any change to a Task Order.

Before a Task Order is issued, the requirements will first be solicited to the Contractor via Task Order Request for Proposal (TORP). Each individual TORP will include its own Statement of Work, submittal requirements, and basis for award. The Contracting Officer will only issue a Task Order upon Government acceptance of the Contractor proposal.

#### **4.0 KEY PERSONNEL**

The CxP firm must provide an organizational chart with a narrative description of key roles and responsibilities on this project including any key subcontractors who will be responsible for specific tasks. Provide specific information on the project manager who will be the primary point of contact and responsible for the project by providing a resume of their experience on similar projects, their capabilities, and certifications. The CxP must provide resumes on all key personnel, including their qualifications and specific evidence of relevant experience and best practices for commissioning of new construction. Resumes shall include years of experience, summary of relevant experience, education, professional registration(s), as well as certifications and awards/industry recognition. Single building and multi-building, multi-story campus facilities.

CxP firm will have depth of experienced personnel and capability to sustain loss of assigned personnel without compromising quality and timeliness of performance. For each task order, the CxP shall provide the following key personnel that meet the minimum required qualifications with additional preferred qualifications listed for each below:

##### **1. Project Manager**

- Required qualifications:
  - Bachelor's degree in technical field or equivalent practical experience
  - 15+ years' experience
  - Principal CxP on at least two building projects with a similar scope of work within the past 10 years. The experience must extend from early design phase through at least 10 months of occupancy
  - Excellent verbal and written communication skills. Highly organized and able to work with both management and trade contractors.

##### **2. Project Architect(s)**

- Required qualifications:
  - Bachelor's degree in technical field or equivalent practical experience
  - 10+ years' experience
  - Holds an active professional RA registration(s)
  - Extensive field experience is required. A minimum of five full years in this type of work is required.
  - Demonstrated experience with a total building commissioning approach, including building envelope, data and communication systems, and other specialty systems
    - Experience must be of similar size and scope projects as listed in Section 2.0, and at least one project in the last three years.

- Experienced in writing commissioning specifications.
  - ~~— Shall possess a current commissioning certification from one of the following organizations: ASHRAE, ACG, NEBB, AEE or BCCB is required.~~
3. Project Engineer(s)
- Required qualifications:
    - Bachelor's degree in technical field or equivalent practical experience
    - 10+ years' experience
    - Holds an active professional PE registration(s)
    - Technical training in the various specialties including fire protection, mechanical, plumbing, and electrical systems as required.
    - Technical training in fire protection engineering, and/ or past commissioning; field experience, and knowledge in national building and fire codes, as well as egress systems, water-based fire extinguishing systems, fire detection systems, fire alarm systems, and smoke management systems.
    - Extensive experience in the operation and troubleshooting of heating, ventilating, and air conditioning (HVAC) systems and energy management control systems.
    - Extensive field experience is required. A minimum of five full years in this type of work is required.
    - Knowledgeable in testing and balancing both air and water systems.
    - Shall be experienced in energy-efficient equipment and system designs and control optimizations.
    - Direct experience in monitoring and analyzing system operation using energy management control system trending and stand-alone datalogging equipment.
    - Experienced in writing commissioning specifications.
    - Knowledgeable in building operation and maintenance training.

## **5.0 GENERAL REQUIREMENTS**

The primary role of the CxP on this contract is to provide full-service commissioning to ensure that each project Program of Requirements (POR) is followed as directed by the Government throughout design and construction. The POR should be the guide to the Basis of Design (BOD) developer and the Design-Build Contractor (DBC) team. Once the BOD is progressing, the CxP provides comments and resolutions to the DBC team and the Government on how to meet all POR, Campus Design Guide, and Construction Standards Guide requirements, FBI's Sustainability goals, and objectives. Further, the CxP will review all available information provided by the Design-Build Contractor (DBC) and prepare the Owner's Project Requirements (OPR), Commissioning Process Plan, Commissioning Specifications, and a Final Commissioning Record. The CxP shall document that the Commissioning requirements in FBI Construction Master Specification Section 018113.20 have been met.

Sustainable Design & Construction Requirements - New Construction & Modernization/LEED Guiding Principles shall be implemented. These documents form the process and procedures to be followed to meet the commissioning requirements for the project and shall be updated as necessary throughout the project to incorporate all changes in the scope and requirements.

The CxP shall subcontract for all required services that are necessary and/or required but are not provided by their in-house staff. Typical services can be testing & balancing subcontractors for MEP Commissioning services, fire protection services, and subcontractor specialists for Building Envelope Commissioning.

The CxP shall be able to communicate during project work hours from 6:00am to 6:00pm for telephone and/or onsite conversations with the FBI CO, COR, and/or PM to discuss the project, project concerns and to resolve problems.

The CxP shall work in conjunction with the Government, Design Team, and Design-Build Contractor team throughout the pre-design, design, construction, post construction, and warranty phases per the commissioning process based on the codes, standards, guidelines, and Specification indicated above.

The Commissioning Process Activities for each separate Task Order will follow the same process noted below. The CxP shall include all requirements below in the process per the Government's Sustainability Requirements and code requirements, which include at least the following activities, but not limited to:

**Design Phase Commissioning Services:** The primary role of the CxP during the Design Stage is to review the design to ensure that the design once implemented shall meet the FBI's objectives and develop detailed commissioning specifications. Further, the CxP shall work in conjunction with the project design team through the design process, prepare a commissioning plan, and a Final Commissioning Record to meet the requirements of the LEED Energy & Atmosphere commissioning credits which are being pursued. The Commissioning Process Activities completed by the CxP during the Design Phase shall include at least the following:

1. The Owner's Project Requirements (OPR) and criteria for items and systems to be commissioned will be contained in the following: (1) Scope of Work for the design and construction project, and (2) this scope of work. If and wherever the source documents lack sufficient information, the CxP shall develop information in agreement with the POR documents, and present this information to the Government for decision. The OPR shall be complete and detail such items as project objectives, its systems to be commissioned, details of the functional requirements of a project, and the expectations of how it will be used and operated. This includes an explanation of the ideas, concepts, and criteria that are determined by the Government to be important to the success of the Project.
  - a. Deliverable to FBI: OPR report
2. Develop a Commissioning Plan encompassing the Design, Construction, Occupancy/Operations Phases. Plan shall be complete and detailed and include items such as identify specific existing and new systems and equipment to be commissioned, identify commissioning requirements for each system or item to be commissioned, commissioning team member responsibilities and directory, communication structure for commissioning, and commissioning process schedule.
  - a. Deliverable to FBI: Draft Commissioning Plan, Final Commissioning Plan

3. Determine the commissioning requirements and activities to include in the construction documents, with review by the design team for integration/incorporation into the projects design drawings and specifications.
  - a. Deliverable to FBI: Commissioning requirements and activities to include in the construction documents.
4. Develop full commissioning specifications for all commissioned equipment. Coordinate this with the architect and engineers and integrate the commissioning specifications into the overall project specification package.
  - a. The commissioning specification will include general commissioning requirements common to all systems and assemblies and a detailed description of the responsibilities of all parties, details of the commissioning process; reporting and documentation requirements, including formats; alerts to coordination issues, deficiency resolution; construction checklist and start-up requirements; the functional testing process; specific functional test requirements, including testing conditions and acceptance criteria for each piece of equipment being commissioned.
  - b. The specifications will clearly indicate who is witnessing and documenting start-up of each commissioned system. The specifications will be clear as to who is directing, conducting and documenting functional tests and regulatory-required tests. This may vary between systems, especially between electrical and mechanical. Provide language to enhance project specifications to ensure comprehensive controls submittals, full control contractor accountability for documented point-to-point checkout and commissioning participation, comprehensive test, adjusting and balancing, full contractor documentation of start-up and training and Operations & Maintenance (O&M) manual documentation.
5. Reviewing the in-depth design documentation developed by the design professionals only as related to commissioning the building.
6. Performing commissioning reviews at 35%, 65%, 95%, or at agreed upon design submission levels for the drawings and specifications.
  - a. Deliverable to FBI (for each stated design submission): Written design review comments.
7. Assemble commissioning team, hold a scoping meeting, and identify commissioning team responsibilities.
  - a. Deliverable to FBI (and all attendees): Meeting Minutes within two (2) business days.
8. Schedule and lead commissioning meetings bi-weekly with the Commissioning Team
  - a. Deliverable to FBI (and all attendees): Meeting Minutes within two (2) business days.
9. Coordinate the commissioning work during design phase.
10. Review the project specifications and provide comments and additional language, as needed, to the contractor qualifications, submittal requirements, test, adjust and balance specifications, training requirements and operations and maintenance and system manual requirements.
  - a. Deliverable to the FBI and Designer of Record: Written comments and additional language as needed to address above requirement.
11. Schedule, coordinate and run a controls integration meeting where AE of Record's electrical engineers, fire protection engineers and mechanical engineers, FBI



representatives (Project Manager, Construction Manager and other members of the Integrated Project Team (IPT)), and the Commissioning Provider (CxP) discuss integration issues between equipment, systems and disciplines to ensure that integration issues and responsibilities are clearly described in the specifications.

- a. Deliverable to FBI (and all attendees): Meeting Minutes within two (2) business days.
12. Write step-by-step functional test procedures and documentation formats for all commissioned equipment and assemblies. Test procedures will include manual functional testing, energy management control system trending and may include stand-alone data-logger monitoring.
  - a. Deliverable to FBI and copy to Designer of Record: Written step by step procedures and documentation formats for all commissioned equipment and test assemblies.
13. The final acceptance tests of all fire protection and life safety systems shall be witnessed by the FBI Fire Protection Engineer or their designated representative and the local Fire Marshal. Commissioning agent shall assist the FBI Fire Protection Engineer or their designated representative and the local Fire Marshal in those tests and witness those tests.
  - a. Testing and commissioning for the fire protection and life safety systems shall be per the requirements of those sections of the specifications and the applicable governing codes and standards.

**Construction Phase Commissioning Services:** In sum, the primary role of the CxP during the Construction Stage is to coordinate the execution of a testing plan, which includes observing and documenting all systems' performance to ensure that the systems are functioning in accordance with the Owner's Project Requirements and the contract documents. During construction, the CxP shall perform the following tasks at minimum:

1. Coordinate and direct the commissioning activities in a logical, sequential, and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules and technical expertise.
2. Coordinate the commissioning work with the design team and construction contractor, to ensure that commissioning activities are incorporated into the project master schedule and planned for in advance.
3. Revise, as necessary, the construction phase commissioning plan developed during design, including scope and schedule.
4. Organize the Commissioning team and conduct a preconstruction Commissioning meeting where the Commissioning Process requirements are reviewed by the Commissioning Team.
5. Attend project OAC meetings as requested, and plan/conduct standalone commissioning meetings as needed.
  - a. Deliverable to FBI: Meeting Minutes from standalone commissioning meetings within two (2) business days.
6. Request and review additional information required to perform commissioning (pre-functional testing and final testing) tasks, including review of shop drawings, Operations & Maintenance (O&M) materials, contractor start-up and checkout procedures. Before start-up, gather and review the current control sequences and interlocks and work with

contractors and design engineers until sufficient clarity has been obtained, in writing, to be able to write detailed testing procedures.

- a. Deliverable to FBI: Provide shop drawing comments and O&M material. Review submittals applicable to systems being commissioned for compliance with commissioning requirements and needs, concurrent with the designer of record review.
7. CxP review comments are required in writing to the Government within five (5) business days.
8. Update the Commissioning Plan to reflect equipment and controls data from submittals.
9. Review requests for information and change orders for impact on commissioning and FBI objectives.
10. Review coordination drawings to ensure that trades are making a reasonable effort to coordinate.
11. Write and distribute test forms and commissioning checklists to construction contractor and to (FBI for info) for equipment and items to be commissioned.
  - a. Deliverable to FBI: Test forms and commissioning checklists.
12. Track construction checklist completion
13. Develop an enhanced start-up and initial systems checkout plan with contractors for critical and/or major equipment.
14. Perform site visits, as necessary, to observe component and system installations. Attend selected planning and job-site meetings to obtain information on construction progress. Review construction meeting minutes for revisions/ substitutions relating to the commissioning process. Assist in resolving any discrepancies.
15. Witness ductwork testing and cleaning sufficient to be confident that proper procedures were followed. Include documentation in the Commissioning Record.
16. Witness equipment and system start-ups for key equipment and systems subject to commissioning. Review start-up reports. Include documentation in the Commissioning Record.
17. Document construction checklist completion by reviewing completed construction checklists and by selected site observation.
18. Document the results of tests by the construction contractor. Include documentation in the Commissioning Record and present to Government project management team. Deficiencies are to be documented and reported immediately to the COR, to the construction contractor and to the AE of record. Systems, items, and equipment being commissioned shall be adjusted for correction and retested by the construction contractor and inspected/witnessed/documented by the CxP until they pass.
19. Approve air and water systems balancing by spot testing and by reviewing completed reports and by selected site observation. CxP shall coordinate with the Test & Balance contractor.
20. Coordinate functional testing for all commissioned items, systems, and assemblies. Witness and document manual functional performance tests performed by the Construction Contractor for all commissioned items, systems and assemblies.

The functional testing shall include operating the system and components through each of the written sequences of operation, and other significant modes and sequences, including start-up, shutdown, unoccupied mode, manual mode, staging, miscellaneous alarms,

power failure, security alarm when impacted and interlocks with other systems or equipment. Sensors and actuators shall be calibrated during construction check listing by the installing contractors and spot-checked by the commissioning provider during functional testing. Analyze functional performance trend logs and monitoring data to verify performance. Coordinate retesting as necessary until satisfactory performance is achieved. Document retesting.

Tests on respective HVAC equipment shall be executed during both the heating and cooling seasons. However, some overwriting of control values to simulate conditions shall be allowed. Functional testing shall be done using conventional manual methods, control system trend logs, and readouts or standalone dataloggers, to provide a high level of confidence in proper system function. Test shall be performed and documented in a manner by which the testing parameters and results are documented so testing can be repeated in future Re-Commissioning.

21. After testing and initial trouble shooting is complete, monitor system operation and performance for selected data points for up to two weeks by requesting trend logs from the Construction Contractor from the building automation system. For needed system points not able to be trended by the building automation system, furnish and install temporary portable data loggers that will monitor up to 20 points. Analyze monitored data to verify operation and performance and issue a written report. This time frame and monitoring points may be modified to accurately commission the building.
22. The final acceptance tests of all fire protection and life safety systems shall be witnessed by the FBI Fire Protection Engineer or their designated representative and the local Fire Marshal. Testing and commissioning for the fire protection and life safety systems shall be per the requirements of those sections of the specifications and the applicable governing codes and standards. No building or portion thereof shall be considered for FBI occupancy and use until substantial completion of all work has been achieved – to include the FBI Authority Having Jurisdiction (AHJ) having issued a certificate of occupancy.
23. Maintain a master issue log and a separate record of functional testing. Report all issues through the FBI to the Construction contractor as they occur. Provide through the FBI to the Construction Contractor written progress reports and test results with recommended actions.
  - a. Deliverable to FBI: Master Issues Log (submit to construction contractor and FBI periodically).
  - b. Deliverable to FBI: Written progress reports and recommended actions on test results.
24. Review equipment warranties assembled and provided by the construction contractor.
25. Facilitate, oversee, schedule and review the training of FBI operating personnel provided by the contractor. Oversee the videotaping of this training. Attend and participate in key training sessions.
26. Review and verify the preparation of the O&M manuals by the construction contractor for commissioned equipment.
27. Compile a Commissioning Record, which shall include:
  - a. A summary report that includes a list of participants and roles, brief building description, overview of commissioning and testing scope, and a general description

of testing and verification methods. For each piece of commissioned equipment, the report shall contain the disposition of the commissioning provider regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas:

1. Equipment meeting the equipment specifications,
  2. Equipment installation,
  3. Functional performance and efficiency,
  4. Equipment documentation, and
  5. Operator training.
- b. All outstanding non-compliance items shall be specifically listed in the Final Commissioning Report. Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall also be listed. Each noncompliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented.
  - c. Appendices to Commissioning Record shall be the commissioning plan, Program of Requirements (POR), Owner's Project Requirements (from FBI PM), Basis of Design (from A/E), commissioning specifications, design review, submittal review, issues log, construction checklists, CxP site visit and Commissioning Team meeting minutes, O&M review, training documentation, test procedures, warranty review and test data reports.
  - d. A Recommissioning Management Manual which provides guidance and establishes timelines for recommissioning of building systems and components. The format of the Recommissioning Management Manual will closely parallel the Commissioning Plan for the facility.
  - e. Deliverable to FBI: Commissioning Record containing at least items A thru D above. Submit 3 text copies in 3 ring binders of the Commissioning Records with three electronic (both editable and PDF electronic formats) copies, including all information listed above.

**Post-Construction Phase Commissioning Services:** The Commissioning Process Activities completed by the CxP during the Post-Construction Phase shall include the following:

1. Coordinate, schedule and supervise opposite season or deferred testing and deficiency corrections by the contractor and provide the final testing documentation for the Final Commissioning Report. Close corrected issues with explanation of course of action on resolutions.
2. Return to the site 10 months into the 12-month warranty period and review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. CxP shall interview facility staff and identify problems or concerns they have with operating the building as originally intended. Provide outline of interview questions for the O&M staff.

Make suggestions for improvements and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. CxP shall prepare and provide minutes of meeting to COR for all meetings with facilities staff.

- a. Deliverable to FBI: Prepare and provide minutes of meeting.

3. Prepare and provide to the FBI a Final Commissioning report.
  - a. Deliverable to FBI: Final Commissioning Report. Submit 3 text copies in 3 ring binders of the Final Commissioning Report with three electronic (both editable and PDF electronic formats) copies, including all information listed above.

#### **6.0 SUBMISSIONS AND DELIVERABLES:**

The CxP shall be responsible for providing the following submissions:

<b>Deliverable Title</b>	<b>Deliverable Date</b>	<b>Method of</b>
Final Commissioning Report *	90 days past substantial completion	Email & Hard Copy
Bi-Weekly Status Updates	As determined by the COR	Email
Monthly Reports	As determined by the COR	Email
Meeting Minutes	As determined by the COR	Email

\* Submissions are to be provided in their native Microsoft Office electronic format along with Adobe PDF format to be used by the Government in the procurement of a Design Build Contractor (DBC) Team to perform the work required.

The CxP submission of the Final Cx Report shall be provided to the FBI packaged as a set of individual binders – each binder containing one complete copy of the submission. So, each binder (or set of binders if one set of submission documents will not fit into a single binder) shall contain one full set of the submission documents. Therefore, a requirement for submission of 5 sets of a particular commissioning submission and a CD-ROM will be provided to FBI, unless otherwise required under a Task Order.

#### **7.0 COMMISSIONING APPLICABLE STANDARDS:**

The most recent published version/edition of the following codes, standards, guidelines, and handbooks are to be utilized for this project to set the minimum level commissioning service and process during pre-design, design, construction, and post construction/warranty phases of this facility:

- ASHRAE Guideline 0-2019
- ASHRAE Standard 202-2018
- ASHRAE Standard 90.1-2019
- ASHRAE Guideline 1.1-2007
- ASHRAE Guideline 1.3-2018
- ASHRAE Guideline 1.4-2014
- ASHRAE Guideline 1.5-2017
- NIBS Guideline 3–2012
- IGCC-2018
- IECC-2018
- NFPA 4-2018
- IES-DG-2011
- Building Commissioning Association Handbook
- ACG Commissioning Group Guidelines

The Commissioning Service criteria governing the work shall be LEED 4.1, and compliance/credits to obtain 6-points are being sought thru:

- EA Prerequisite – Fundamental Commissioning and Verification
- EA Credit – Monitoring Based Enhanced Commissioning including Building Enclosure Commissioning

The sustainability guidelines governing the work shall be as set forth in the FBI Construction Master Specification Section 018113.20 - Sustainable Design & Construction Requirements for New Construction & Major Renovations, and 2020 Guiding Principles Checklist for New Construction and Modernization as found in FBI's Division 1 Specifications.

## **8.0 SYSTEMS AND ITEMS TO BE COMMISSIONED:**

The CxP is to study all the buildings systems and components including but not limited to the following items which shall be subject to the Commissioning Service and associated process:

- a. Architectural Envelop Systems and components
- b. Structural Systems and components
- c. Mechanical Systems and components
- d. Plumbing Systems and components
- e. Electrical Power and Lighting Systems and components
- f. Metering Systems and components
- g. BAS and SCADA Systems and components
- h. Fire Protection and Life Safety Systems and components
- i. Data and Communication Systems and Components
- j. Renewable Energy Systems and Components

Refer to specific project requirement documents, associated plans, and specifications for type, quantity and capacity of systems and equipment required to be commissioned for each project.

## **9.0 COMMISSIONING TEAM:**

There will be a commissioning team for each project, and shall generally consist of the following groups and individuals representing the various teams involved with the project:

- FBI Project Manager (PM)
- FBI Contracting Officer's Representative (COR)
- FBI Architectural and Engineering Services Unit (AESU)
- FBI Technical Subject Matter Experts (i.e., commissioning, structural, mechanical, electrical, fire protection, LEED/sustainability, etc.) as designated and assigned by the COR
- Independent Third-Party Commissioning Provider (CxP) (this contract awardee)
- DBC Team's Project Manager
- DBC Team's Team and subcontractor representatives
- DBC Team's Commissioning Agent (CxA)
- DBC Team's Designer of Record and subconsultants

It is the intent of the Government to engage the Independent Third-Party CxP with the project design team as early as possible, post-Task Order award, in order to maximize LEED points and provide immediate design input per enhanced commissioning requirements. The

CxP shall be responsible for the entire commissioning process and in assuring that all steps in the commissioning process are completed and facility goals and objectives are met.

#### **10.0 DOCUMENT SECURITY AND SPECIAL REQUIREMENTS**

1. Project quality shall be an integral part of the CxP's daily operations, so a QA/QC program must be established and be in place and active from project inception through completion. This will enable CxP to maintain the standards of excellence, efficiency, reliability, and safety, critical to the Government and this project.
2. The CxP is responsible for assuring all work products have been fully coordinated and meet all the requirements of the contract. QA/QC of all services and work produced is the CxP's responsibility.
3. The CxP shall provide professional services as required by Architects and Engineers licensed in the State of Alabama for each design discipline required.
4. CxP expressly agrees not to publish, disclose, or disseminate in any form the findings, recommendations, work products, or information relating to the work set forth herein without prior written approval from the Government.
5. CxP expressly agrees to safeguard all findings, recommendations, work products, or information relating to the work set forth herein, and further agrees to allow the Government to from time-to-time audit the CxP's process at the Government's sole discretion.
6. At the end of the project, the Government will have full use and ownership of all documents and work developed in the performance of this project.
7. Following each review submission, the CxP will provide written comments generated to the Government within but no later than 10 business days to be incorporated into the Government's response.
8. All documents used and created for this project are Sensitive but Unclassified (SBU).
9. For this contract, the CxP shall safeguard SBU information in strict accordance with FBI guidelines and, if not provided, the requirements set forth within the latest edition of the General Services Administration's Public Building Service (PBS) ORDER 3490.3 shall apply.

10. All covers for project deliverables (documents, CD-ROMs, etc.) must contain a visible notice that states the following:

**SENSITIVE BUT UNCLASSIFIED  
PROPERTY OF THE UNITED STATES GOVERNMENT  
COPYING, DISSEMINATION, OR DISTRIBUTION  
OF THIS DOCUMENT TO  
UNAUTHORIZED PERSONS IS PROHIBITED  
Do not remove this notice  
Return documents to U.S. Government for destruction when no longer needed**

11. All documents shall be marked on all pages after the cover page as follows:

**SENSITIVE BUT UNCLASSIFIED  
PROPERTY OF THE UNITED STATES GOVERNMENT  
Do not remove this notice  
Return documents to U.S. Government for destruction when no longer needed**

12. SBU information may not be transmitted over the internet or any other network that would allow individuals without the proper clearances, need to know, and not associated with the project to have access directly or indirectly to it. SBU information is considered secure for transmittal over the internet only if properly encrypted according to Advanced Encryption Standard (AES) 256 and approved by the CO.

**11.0 TASK ORDER MILESTONES (TOM):**

The following additional milestones for activities must be used by the COR to monitor timely progress for each separate Task Order issued. The TOM report for the additional tasks shall include, but is not limited to the following elements:

Bi-weekly

- a) Status updates via teleconference to report on key accomplishments and concerns project progress with schedule updates.

Monthly

- a) Update monthly project status report of key accomplishments and concerns, and with schedule updates.  
b) Prepare executive summaries.

Commissioning Documents

- a. Deliver the Commissioning documents by close of business ninety (90) calendar days Past Substantial Completion.

**12.0 PERIOD OF PERFORMANCE:**

The overall period of performance for this contract is one year from award with four (4) one-year option periods.

**13.0 TRAVEL:**

When required and authorized by the CO, travel must be conducted in accordance with current GSA Federal Travel Regulations. All anticipated travel for each task order must be proposed in response to Task Order Requests for Proposal (TORPs). Proposed travel pricing will be evaluated based on current rates listed in the Federal Travel Regulations.

**14.0 INVOICING PROCEDURES:**

Invoices shall be submitted, with all appropriate backup material, in accordance with the Task Order or as otherwise directed by the CO.

**15.0 GOVERNMENT FURNISHED EQUIPMENT OR INFORMATION:**

The COR will provide guidance, furnish electronic copies of any sample scoping documents to use as example format, access to current information and additional data, as required to support the development of the final deliverables. No Government property or equipment will be furnished to the Contractor. The Contractor shall furnish all labor, facilities, equipment, materials, supplies, travel, and services to perform the requirements of this procurement.

**16.0 SECURITY REQUIREMENTS:**



- a) The FBI/Government does not foresee the CxP having a need-to-know regarding classified information to successfully complete scope of this project. No production, storage and/or dissemination of classified information is anticipated.
- b) The FBI/Government does not have adequate personnel to provide escort to personnel providing services onsite. The CxP, as part of his base contract work, shall provide escorts for all CxP and their sub-contractor personnel while on site. To escort, the individual shall have current "Unescorted Access" privileges.
- c) The CxP shall appoint a Contractor Security Representative (CSR) who will be responsible for coordinating all security issues with the FBI/Government and submitting and managing all applications for Site access using the FBI Limited Escorted Access Request (LAR) forms.
- d) Within five (5) calendar days after award of the contract, the Contractor shall furnish to the Contracting Officer the name, social security number, date of birth, place of birth, and present address of key management or supervisory personnel who will require access to the FBI Facility. If any of these personnel have or have had security clearances, it should be noted along with the level of clearance and the granting provider.
- e) All personnel requiring access to the FBI facilities shall be United States Citizens and must observe the FBI security regulations and procedures set forth for the site and understand that the security regulations and procedures described remain operative during the full term of this contract.
- f) Cell phones, laptops, and other computing devices and accessories like thumb drives are prohibited in FBI facilities unless a cleared individual has registered his or her device with the FBI Security Office and follows all rules for use. When visiting an FBI facility such devices shall be locked in the CxP's vehicle if not registered.
- g) The CxP is not permitted to have cameras inside FBI facilities nor take any photographs. The CxP may request photographs be taken by the COR. The photographs will be reviewed by the FBI Security Division and upon approval for release transmitted to the CxP.
- h) The FBI reserves the right to conduct additional inquiries into suitability and to deny access to the job site of any security contractor personnel.
- i) All roads leading to the FBI's North Campus traverse the U.S. Army's Redstone Arsenal. Since September 11, 2001, the military has maintained vehicle/personnel identification security checkpoints on all Arsenal entry points. CxP and sub-contractor personnel must comply with all Redstone Arsenal access and/or checkpoint procedures at no additional cost to the Government.

#### **17.0 GOVERNMENT REPRESENTATIVES:**

The functions inherent to this contract shall be performed by the designated CO. The CO is the appointed provider to bind the Government to the extent of the provider delegated. Direction that will modify the scope, schedule, terms and conditions, funding, or any other action that may modify the agreement as originally entered with the Government must be given only by the CO.

The COR is responsible, as applicable, for: receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing information to the CxP which clarifies the contract

requirements, furnishing additional information as necessary to accomplish the SOW;  
evaluating performance; and certifying all invoices/vouchers for acceptance of the  
supplies or services furnished for payment.

## **SECTION F – PERFORMANCE**

### **3.1 Period of Performance**

The period of performance for the Independent Third Party Enhanced Commissioning Services is 365 calendar days from award. Four (4) one-year option periods may be exercised which increase the period of performance to a total of five years from award.

### **3.2 Place of Performance**

The general place of performance will be at FBI facilities on Redstone Arsenal. Specific project locations will be included with each Task Order.

### **3.3 Work Schedule**

The normal working hours are expected to be eight (8) hours per day and 40 hours per week, Monday through Friday. Contractor Employees must complete their eight (8) hours between 6:00am and 6:00pm, to include the mandatory core hours of 9:00am and 3:00pm. Government oversight is required for all working hours. Working hours for each position will be set at the time of award to align with the COR. Contractors will not be authorized to work on days that the FBI facility is closed, as indicated below.

The U.S. Government observes the following holidays:

New Year's Day  
Dr. Martin Luther King's Birthday  
President's Day  
Memorial Day  
Juneteenth National Independence Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

The U.S. Government also observes the following:

Any day designated by Federal Statute  
Any day designated by Executive Order  
Any day designated by Presidential Proclamation

There may be incidents due to holidays and national or natural events that result in closing of Government and/or FBI facilities where Contractor personnel are assigned. The Contractor may not bill for these closings, nor have any expectation of reimbursement for time not worked. During Government liberal leave conditions, Contractor personnel are solely responsible for determining the risks to personal safety when determining whether to report for duty. When the Federal Government and/or FBI is closed due to a holiday or national or natural events, Contractor staff may be afforded up to thirty (30) days to make up lost time if there is work to be accomplished. Working outside of normal established hours must be approved, in writing, by the CO/COR. In

those rare situations that the Government goes into furlough status, the Contractor shall not allow their employees to continue working during the government furlough unless specifically approved by the CO.

The government reserves the right to adjust the flexibility of work schedules based on mission needs and priorities at any given time.

In the event the Federal Government closes due to inclement weather, Contractors may be given the opportunity to make up the hours within that same pay period. This is at the discretion of the Government and must be pre-approved by the CO in coordination with the COR.

Overtime (OT) may be authorized on this contract; however, only with the advanced written approval of the COR, within the negotiated limits of this contract pending need and funding availability. OT for all labor categories under this contract shall be reimbursed at the fixed hourly rates (straight time) established by acceptance of the Contractor's quote. Exceeding the funded amount provided without the written approval of the FBI's Contracting Officer is at the company's own risk.

Contractor shall notify the COR in writing of any pending leave schedules for Key Personnel at a minimum of ten (10) calendar days prior to taking leave. In cases of unexpected absences, the COR shall be notified in writing within two (2) hours of the start of business day.

## **SECTION G – CONTRACT ADMINISTRATION**

### **4.1 Contracting Officer**

This award will be administered by:

Eric Thomas  
Facilities Acquisition Unit  
4942 Fowler Rd.  
Redstone Arsenal, AL 35898  
Telephone: (256) 678-4088  
Email: ejthomas3@fbi.gov

### **4.2 Contract Specialist**

Elizabeth Mott  
Facilities Acquisition Unit  
4942 Fowler Rd.  
Redstone Arsenal, AL 35898  
Telephone: (256) 678-4339  
Email: ejoens@fbi.gov

### **4.3 Contracting Officer's Representative**

The COR for this award is:

William Lee III  
Redstone Facilities Unit  
4942 Fowler Rd.  
Redstone Arsenal, AL 35898  
Phone: (256) 213-2588  
Email: wdlee2@fbi.gov

### **4.4 Invoice Processing Platform (IPP)**

The Federal Bureau of Investigation (FBI) has transitioned its invoice payment processing operations to the Invoice Processing Platform (IPP). IPP is a secure, web-based electronic invoicing system provided by the U.S. Department of the Treasury's Bureau of the Fiscal Service in partnership with the Federal Reserve Bank of St. Louis (FRSTL). IPP is available at no cost to any commercial vendor or independent contractor doing business with a participating government agency. To learn more about IPP, please visit [IPP.gov](http://IPP.gov).

To prepare for this, please review the following timeline and actions:

#### **Upon receipt of this notification**

- Request an IPP user account from your company's IPP administrator if your company is registered in IPP but you do not already have an account
- Send the name of a POC who will act as your company's IPP administrator to the FBI if your company is not registered in IPP.
- Review IPP training and help materials

### **Obtaining Access to IPP (Registered Vendors)**

If your company is already registered in IPP, you will not be required to re-register. Please contact your organization's IPP account administrator so that he/she may add you as an additional user to your company's vendor profile.

### **Obtaining Access to IPP (Unregistered Vendors)**

If your company is not already registered in IPP, you will need to provide the FBI with a point of contact to serve as your IPP administrator. This individual will be responsible for initial account registration as well as creating and managing your company's IPP users and permissions. Once the requested point of contact's information has been received, the FBI will submit a request to begin the enrollment process.

The POC will receive two emails from IPP Customer Support:

- The first email contains the initial administrative IPP User ID
- The second email, sent within 24 hours of receipt of the first email, contains a temporary password.
- You must log in with the temporary password within 30 days

Registration is complete when the initial administrative user logs into the IPP web site with the User ID and password provided and accepts the rules of behavior. Additional user accounts, including administrators, can be created after initial login.

### **Training**

Vendor training materials, including a first-time login tutorial, are available on the IPP.gov website. Once you have logged in to the IPP application, you will have access to user guides that provide step-by-step instructions for all IPP capabilities ranging from creating and submitting an invoice to setting up email notifications. Live webinars are held monthly and provide a great opportunity to learn the basics of the system. Individuals within your company responsible for submitting invoices should review these materials upon receipt of this notification.

### **Additional Support**

Phone support for IPP is available Monday through Friday from 8:00 am to 6:00 pm ET: (866) 973-3131. The IPP Customer Support team is available during this time to provide user assistance and to answer any questions related to the IPP application. Questions about the IPP application can also be emailed to [IPPCustomerSupport@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov).

For answers to frequently asked questions, visit the Vendor FAQ page on the IPP.gov web site.

For contract-specific questions, please contact your contracting officer at the number provided in your contract.

## SECTION I – CONTRACT CLAUSES

### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

#### 52.216-18 Ordering (August 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through date of contract expiration.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

#### 52.216-19 Order Limitations (October 1995)

(a) **Minimum order.** When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) **Maximum order.** The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$2,000,000.00;

(2) Any order for a combination of items in excess of \$3,000,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### **52.216-22 Indefinite Quantity (October 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the last day of the performance period on any task order issued by the Government before the date of the contract's expiration.

(End of clause)



#### **52.217-8 Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 1 calendar day of contract expiration.

(End of clause)

#### **52.217-9 Option to Extend the Term of the Contract (March 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 calendar day of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

(End of clause)

#### **52.252-2 Clauses Incorporated by Reference (June 1988)**

This contract incorporates one or more clauses 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 at <https://www.acquisition.gov/browse/index/far>.

(End of clause)

#### **FEDERAL ACQUISITION REGULATION (FAR) CLAUSES INCORPORATED BY REFERENCE**

NUMBER	TITLE	DATE
52.202-1	Definitions.	Jun 2020
52.203-3	Gratuities.	Apr 1984
52.203-5	Covenant Against Contingent Fees.	May 2014
52.203-6	Restrictions on Subcontractor Sales to the Government.	Jun 2020

NUMBER	TITLE	DATE
52.203-7	Anti-Kickback Procedures.	Jun 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	May 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	Jun 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.	Jun 2020
52.204-2	Security Requirements.	Mar 2021
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.	May 2011
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	Jun 2020
52.204-13	System for Award Management Maintenance.	Oct 2018
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts.	Oct 2016
52.204-18	Commercial and Government Entity Code Maintenance.	Aug 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems.	Nov 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	Nov 2021
52.204-25	Prohibition of Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Nov 2021
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	Nov 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters.	Oct 2018
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	Nov 2015
52.215-2	Audit Records – Negotiation.	Jun 2020
52.215-8	Order of Precedence – Uniform Contract Format.	Oct 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data.	Aug 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Modifications.	Jun 2020
52.215-12	Subcontractor Certified Cost or Pricing Data.	Aug 2020
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications.	Jun 2020
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications.	Nov 2021
52.219-6	Notice of Total Small Business Set-Aside.	Nov 2020
52.219-8	Utilization of Small Business Concerns.	Oct 2018

NUMBER	TITLE	DATE
52.219-14	Limitations on Subcontracting.	Sep 2021
52.219-28	Post-Award Small Business Program Rerepresentation.	Sep 2021
52.222-3	Convict Labor	Jun 2003
52.222-21	Prohibition of Segregated Facilities.	Apr 2015
52.222-26	Equal Opportunity.	Sept 2016
52.222-35	Equal Opportunities for Veterans.	Jun 2020
52.222-36	Equal Opportunity for Workers with Disabilities.	Jun 2020
52.222-37	Employment Reports on Veterans.	Jun 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act.	Dec 2010
52.222-41	Service Contract Labor Standards.	Aug 2018
52.222-42	Statement of Equivalent Rates for Federal Hires.	May 2014
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts).	Aug 2018
52.222-50	Combating Trafficking in Persons.	Nov 2021
52.222-54	Employment Eligibility Verification.	May 2022
52.222-55	Minimum Wages Under Executive Order 13658.	Jan 2022
52.223-5	Pollution Prevention & Right-To-Know Information.	May 2011
52.223-6	Drug-Free Workplace.	May 2001
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.	Jun 2020
52.227-1	Authorization and Consent.	Jun 2020
52.228-5	Insurance—Work on a Government Installation.	Jan 1997
52.229-3	Federal, State, and Local Taxes.	Feb 2013
52.232-1	Payments.	Apr 1984
52.232-8	Discounts for Prompt Payment.	Feb 2002
52.232-11	Extras.	Apr 1984
52.232-17	Interest.	May 2014
52.232-23	Assignment of Claims.	May 2014
52.232-25	Prompt Payment.	Jan 2017
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Nov 2021
52.233-1	Disputes.	May 2014
52.233-3	Protests after Award.	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim.	Oct 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Apr 1984
52.242-13	Bankruptcy.	July 1995
52.243-1	Changes-Fixed-Price – Alt I.	Apr 1984

NUMBER	TITLE	DATE
52.246-4	Inspection of Services—Fixed-Price.	Aug 1996
52.246-25	Limitation of Liability—Services.	Feb 1997
52.248-1	Value Engineering.	June 2020
52.249-2	Termination for Convenience of the Government (Fixed-Price).	Apr 2012
52.249-8	Default (Fixed-Price Supply and Service).	Apr 1984
52.253-1	Computer Generated Forms.	Jan 1991

## **DEPARTMENT OF JUSTICE ACQUISITION REGULATION (JAR) CLAUSES INCORPORATED BY REFERENCE**

In accordance with JAR 2852.102, JAR provisions and clauses may be incorporated in solicitations and contracts by reference. The full text of JAR provisions and clauses may be found at <https://www.acquisition.gov/jar/part-2852-solicitation-provisions-and-contract-clauses>.

NUMBER	TITLE	DATE
2852.201-70	Contracting Officer's Representative (COR).	Nov 2020
2852.222-70	Domestic Violence, Sexual Assault, and Stalking.	Dec 2014
2852.233-70	Protests Filed Directly with the Department of Justice.	Nov 2020

## **FEDERAL BUREAU OF INVESTIGATION (FBI) CLAUSES**

### **FBI 52.203-1000 (PGD-14-05) Federal Workplace Responses to Domestic Violence, Sexual Assault and Stalking (Dec 2014)**

§ (a) Department Policy on Domestic Violence, Sexual Assault, and Stalking. It is the Department's policy to enhance workplace awareness of and safety for victims of domestic violence, sexual assault, and stalking. This policy is summarized in DOJ Policy Statement 1200.02 (Policy Statement), available in full for public viewing at <https://www.justice.gov/sites/default/files/ovw/legacy/2013/12/19/federal-workplace-responses-to-domesticviolence-sexualassault-stalking.pdf>

Vendor agrees, upon contract award, to provide notice of this Policy Statement, including at a minimum the above-listed URL, to all of Vendor's employees and employees of subcontractors who will be assigned to work on Department premises.

§ (b) Point of Contact for Victims of Domestic Violence, Sexual Assault, and Stalking. Upon contract award, the Department will notify contractor of the name and contact information for the Point of Contact for Victims of domestic violence, sexual assault, and stalking for the component or components where Contractor will be performing. Contractor agrees to inform its

employees and employees of subcontractors who will be assigned to work on Department premises of the name and contact information for the Victim Point of Contact.

(End of clause)

**FBI 52.203-1001 (APN 21-06) Whistleblower Information Distribution (Oct 2021)**

Within 30 days of contract award, the contractor and its subcontractors must distribute the “Whistleblower Information for Employees of DOJ Contractors, Subcontractors, Grantees, or Sub-Grantees or Personal Services Contractors” (“Whistleblower Information”) document to their employees performing work in support of the products and services delivered under this contract (<https://oig.justice.gov/sites/default/files/2020-04/NDAA-brochure.pdf>). By agreeing to the terms and conditions of this contract, the prime contractor acknowledges receipt of this requirement, in accordance with 41 U.S.C. § 4712 and FAR 3.908 & 52.203-17, and commits to distribution. Within 45 days of award, the contractor must provide confirmation to the contracting officer verifying that it has distributed the whistleblower information as required.

(End of clause)

**FBI 52.204-5004 Contractor Suitability Special Security Requirement (SSR) (Sep 2020)**

Access to FBI facilities and information is subject to specific security and suitability requirements. The FBI reserves the right and prerogative to deny and/or restrict facility and information access of any contractor employee determined by the FBI, at any time prior to or during performance, to be unsuitable for access and/or present a risk of compromising sensitive government information to which he or she would have access to under this contract. Contractors will be allotted a reasonable amount of time, determined by the government, to replace the employee found not suitable for contract performance. Failure to replace the employee may result in a no cost termination by the government.

(End of clause)

**FBI 52.204-5007 Warrantless Search – Contract Security Requirements (Sep 2020)**

All cleared personnel accessing information within FBI controlled space are required to execute an FBI Form FD 1001 Consent for Warrantless Searches of Department of Justice (DOJ) Workplaces as a condition of working at FBI facilities. The FBI's Director implemented the Attorney General's policy subjecting employees to warrantless physical searches of their offices or immediate workplaces within DOJ premises when authorized by the Attorney General (AG) or the Deputy Attorney General (DAG) based upon a determination that information the Department deems credible indicates that the employee:

1) is, or may be, disclosing classified information in an unauthorized manner;

2) has incurred excessive indebtedness or has acquired a level of affluence that cannot be reasonably explained by other information;

3) had the capability and opportunity to disclose classified information that is believed to have been lost or compromised to a foreign power or an agent of a foreign power; or

4) has repeatedly or significantly mishandled or improperly stored classified information. The search may extend to the entire office or workplace and anything within it that might hold classified information, including locked containers (such as briefcases) and electronic storage media (such as computer disk and handheld computers), whether owned by the government, by the employee, or by a third party. The search may be conducted by appropriate FBI personnel and/or law enforcement officers, on an announced or unannounced basis, during the workday or after hours. If discovered during a search, evidence of misconduct - whether related to storage or classified information, storage of sensitive but unclassified information, or a crime - will be collected and reported to appropriate authorities. Contractor personnel who will meet the above criteria will be required to sign Form FD 1001 Consent for Warrantless Searches of Department of Justice (DOJ) Workplaces (attached) upon award and forward the executed form(s) to the assigned Contracting Officer's Representative designated in Section G of the solicitation if this is a formal solicitation or listed below. All forms will be retained by the FBI during the period the individual is providing services and two years after that individual's departure before final disposition is taken.

(End of clause)

#### **FBI 52.218-1000 Maintaining Contractor Performance During a Pandemic or Other Emergency (Oct 2007)**

During a Pandemic or other emergency, the Government understands that the Contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are: Encourage employees to get inoculations or follow other preventive measures as advised by the public health service. Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option. Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.

Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency. Establish communication processes to notify employees of activation of this plan.

Integrate pandemic health crisis response expectations into telework agreements.

With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.

Determine how all employees who may telework will communicate with one another and with management to accomplish work. Practice telework regularly to ensure effectiveness.

Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.

Identify how time and attendance will be maintained. It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractors notification.

The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.

(End of Clause)

## **FBI 52.239-1000 Security of Department Information and Systems (Apr 2015)**

### **I. Applicability to Contractors and Subcontractors**

This clause applies to all contractors and subcontractors, including cloud service providers ("CSPs"), and personnel of contractors, subcontractors, and CSPs (hereinafter collectively, "Contractor") that may access, collect, store, process, maintain, use, share, retrieve, disseminate, transmit, or dispose of DOJ Information. It establishes and implements specific DOJ requirements applicable to this Contract. The requirements established herein are in addition to those required by the Federal Acquisition Regulation ("FAR"), including FAR 11.002(g) and 52.239-1, the Privacy Act of 1974, and any other applicable laws, mandates, Procurement Guidance Documents, and Executive Orders pertaining to the development and operation of Information Systems and the protection of Government Information. This clause does not alter or diminish any existing rights, obligation or liability under any other civil and/or criminal law, rule, regulation or mandate.

## II. General Definitions

The following general definitions apply to this clause. Specific definitions also apply as set forth in other paragraphs.

A. Information means any communication or representation of knowledge such as facts, data, or opinions, in any form or medium, including textual, numerical, graphic, cartographic, narrative, or audiovisual. Information includes information in an electronic format that allows it to be stored, retrieved or transmitted, also referred to as “data,” and “personally identifiable information” (“PII”), regardless of form.

B. Personally Identifiable Information (or PII) means any information about an individual maintained by an agency, including, but not limited to, information related to education, financial transactions, medical history, and criminal or employment history and information, which can be used to distinguish or trace an individual's identity, such as his or her name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual.

C. DOJ Information means any Information that is owned, produced, controlled, protected by, or otherwise within the custody or responsibility of the DOJ, including, without limitation, Information related to DOJ programs or personnel. It includes, without limitation, Information (1) provided by or generated for the DOJ, (2) managed or acquired by Contractor for the DOJ in connection with the performance of the contract, and/or (3) acquired in order to perform the contract.

D. Information System means any resources, or set of resources organized for accessing, collecting, storing, processing, maintaining, using, sharing, retrieving, disseminating, transmitting, or disposing of (hereinafter collectively, “processing, storing, or transmitting”) Information.

E. Covered Information System means any information system used for, involved with, or allowing, the processing, storing, or transmitting of DOJ Information.

## III. Confidentiality and Non-disclosure of DOJ Information

A. Preliminary and final deliverables and all associated working papers and material generated by Contractor containing DOJ Information are the property of the U.S. Government and must be submitted to the Contracting Officer (“CO”) or the CO’s Representative (“COR”) at the conclusion of the contract. The U.S. Government has unlimited data rights to all such deliverables and associated working papers and materials in accordance with FAR 52.227-14.

B. All documents produced in the performance of this contract containing DOJ Information are the property of the U.S. Government and Contractor shall neither reproduce nor release to any third-party at any time, including during or at expiration or termination of the contract without the prior written permission of the CO.

C. Any DOJ information made available to Contractor under this contract shall be used only for the purpose of performance of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of this contract. In performance of this contract, Contractor assumes responsibility for the protection of the confidentiality of any and all DOJ Information processed, stored, or transmitted by the Contractor. When requested by the CO (typically no more than annually), Contractor shall provide a report to the CO identifying, to the best of Contractor’s knowledge and belief, the type, amount, and level



of sensitivity of the DOJ Information processed, stored, or transmitted under the Contract, including an estimate of the number of individuals for whom PII has been processed, stored or transmitted under the Contract and whether such information includes social security numbers (in whole or in part).

#### IV. Compliance with Information Technology Security Policies, Procedures and Requirements

A. For all Covered Information Systems, Contractor shall comply with all security requirements, including but not limited to the regulations and guidance found in the Federal Information Security Management Act of 2014 (“FISMA”), Privacy Act of 1974, EGovernment Act of 2002, National Institute of Standards and Technology (“NIST”) Special Publications (“SP”), including NIST SP 800-37, 800-53, and 800-60 Volumes I and II, Federal Information Processing Standards (“FIPS”) Publications 140-2, 199, and 200, OMB Memoranda, Federal Risk and Authorization Management Program (“FedRAMP”), DOJ IT Security Standards, including DOJ Order 2640.2, as amended. These requirements include but are not limited to:

1. Limiting access to DOJ Information and Covered Information Systems to authorized users and to transactions and functions that authorized users are permitted to exercise;
2. Providing security awareness training including, but not limited to, recognizing and reporting potential indicators of insider threats to users and managers of DOJ Information and Covered Information Systems;
3. Creating, protecting, and retaining Covered Information System audit records, reports, and supporting documentation to enable reviewing, monitoring, analysis, investigation, reconstruction, and reporting of unlawful, unauthorized, or inappropriate activity related to such Covered Information Systems and/or DOJ Information;
4. Maintaining authorizations to operate any Covered Information System;
5. Performing continuous monitoring on all Covered Information Systems;
6. Establishing and maintaining baseline configurations and inventories of Covered Information Systems, including hardware, software, firmware, and documentation, throughout the Information System Development Lifecycle, and establishing and enforcing security configuration settings for IT products employed in Information Systems;
7. Ensuring appropriate contingency planning has been performed, including DOJ Information and Covered Information System backups;
8. Identifying Covered Information System users, processes acting on behalf of users, or devices, and authenticating and verifying the identities of such users, processes, or devices, using multifactor authentication or HSPD-12 compliant authentication methods where required;
9. Establishing an operational incident handling capability for Covered Information Systems that includes adequate preparation, detection, analysis, containment, recovery, and user response activities, and tracking, documenting, and reporting incidents to appropriate officials and authorities within Contractor’s organization and the DOJ;
10. Performing periodic and timely maintenance on Covered Information Systems, and providing effective controls on tools, techniques, mechanisms, and personnel used to conduct such maintenance;
12. Protecting Covered Information System media containing DOJ Information, including paper, digital and electronic media; limiting access to DOJ Information to authorized users; and sanitizing or destroying Covered Information System media containing DOJ Information before disposal, release or reuse of such media;

13. Limiting physical access to Covered Information Systems, equipment, and physical facilities housing such Covered Information Systems to authorized U.S. citizens unless a waiver has been granted by the Contracting Officer (“CO”), and protecting the physical facilities and support infrastructure for such Information Systems;

14. Screening individuals prior to authorizing access to Covered Information Systems to ensure compliance with DOJ Security standards;

15. Assessing the risk to DOJ Information in Covered Information Systems periodically, including scanning for vulnerabilities and remediating such vulnerabilities in accordance with DOJ policy and ensuring the timely removal of assets no longer supported by the Contractor;

16. Assessing the security controls of Covered Information Systems periodically to determine if the controls are effective in their application, developing and implementing plans of action designed to correct deficiencies and eliminate or reduce vulnerabilities in such Information Systems, and monitoring security controls on an ongoing basis to ensure the continued effectiveness of the controls;

17. Monitoring, controlling, and protecting information transmitted or received by Covered Information Systems at the external boundaries and key internal boundaries of such Information Systems, and employing architectural designs, software development techniques, and systems engineering principles that promote effective security; and

18. Identifying, reporting, and correcting Covered Information System security flaws in a timely manner, providing protection from malicious code at appropriate locations, monitoring security alerts and advisories and taking appropriate action in response.

B. Contractor shall not process, store, or transmit DOJ Information using a Covered Information System without first obtaining an Authority to Operate (“ATO”) for each Covered Information System. The ATO shall be signed by the Authorizing Official for the DOJ component responsible for maintaining the security, confidentiality, integrity, and availability of the DOJ Information under this contract. The DOJ standards and requirements for obtaining an ATO may be found at DOJ Order 2640.2, as amended. (For Cloud Computing Systems, see Section V, below.)

C. Contractor shall ensure that no non-U.S. citizen accesses or assists in the development, operation, management, or maintenance of any DOJ Information System, unless a waiver has been granted by the by the DOJ Component Head (or his or her designee) responsible for the DOJ Information System, the DOJ Chief Information Officer, and the DOJ Security Officer.

D. When requested by the DOJ CO or COR, or other DOJ official as described below, in connection with DOJ’s efforts to ensure compliance with security requirements and to maintain and safeguard against threats and hazards to the security, confidentiality, integrity, and availability of DOJ Information, Contractor shall provide DOJ, including the Office of Inspector General (“OIG”) and Federal law enforcement components, (1) access to any and all information and records, including electronic

information, regarding a Covered Information System, and (2) physical access to Contractor’s facilities, installations, systems, operations, documents, records, and databases. Such access may include independent validation testing of controls, system penetration testing, and FISMA data reviews by DOJ or agents acting on behalf of DOJ, and such access shall be provided within 72 hours of the request. Additionally, Contractor shall cooperate with DOJ’s efforts to ensure, maintain, and safeguard the security, confidentiality, integrity, and availability of DOJ Information.

E. The use of Contractor-owned laptops or other portable digital or electronic media to process or store DOJ Information covered by this clause is prohibited until Contractor provides a letter to the DOJ CO, and obtains the CO's approval, certifying compliance with the following requirements:

1. Media must be encrypted using a NIST FIPS 140-2 approved product;
2. Contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;
3. Where applicable, media must utilize antivirus software and a host-based firewall mechanism;
4. Contractor must log all computer-readable data extracts from databases holding DOJ Information and verify that each extract including such data has been erased within 90 days of extraction or that its use is still required. All DOJ Information is sensitive information unless specifically designated as non-sensitive by the DOJ; and,
5. A Rules of Behavior ("ROB") form must be signed by users. These rules must address, at a minimum, authorized and official use, prohibition against unauthorized users and use, and the protection of DOJ Information. The form also must notify the user that he or she has no reasonable expectation of privacy regarding any communications transmitted through or data stored on Contractor-owned laptops or other portable digital or electronic media.

F. Contractor-owned removable media containing DOJ Information shall not be removed from DOJ facilities without prior approval of the DOJ CO or COR.

G. When no longer needed, all media must be processed (sanitized, degaussed, or destroyed) in accordance with DOJ security requirements.

H. Contractor must keep an accurate inventory of digital or electronic media used in the performance of DOJ contracts.

I. Contractor must remove all DOJ Information from Contractor media and return all such information to the DOJ within 15 days of the expiration or termination of the contract, unless otherwise extended by the CO, or waived (in part or whole) by the CO, and all such information shall be returned to the DOJ in a format and form acceptable to the DOJ. The removal and return of all DOJ Information must be accomplished in accordance with DOJ IT Security Standard requirements, and an official of the Contractor shall provide a written certification certifying the removal and return of all such information to the CO within 15 days of the removal and return of all DOJ Information.

J. DOJ, at its discretion, may suspend Contractor's access to any DOJ Information, or terminate the contract, when DOJ suspects that Contractor has failed to comply with any security requirement, or in the event of an Information System Security Incident (see Section V.E. below), where the Department determines that either event gives cause for such action. The suspension of access to DOJ Information may last until such time as DOJ, in its sole discretion, determines that the situation giving rise to such action has been corrected or no longer exists. Contractor understands that any suspension or termination in accordance with this provision shall be at no cost to the DOJ, and that upon request by the CO, Contractor must immediately return all DOJ Information to DOJ, as well as any media upon which DOJ Information resides, at Contractor's expense.

## V. Cloud Computing

A. Cloud Computing means an Information System having the essential characteristics described in NIST SP 800-145, The NIST Definition of Cloud Computing. For the sake of this provision and clause, Cloud Computing includes Software as a Service, Platform as a Service, and

Infrastructure as a Service, and deployment in a Private Cloud, Community Cloud, Public Cloud, or Hybrid Cloud.

B. Contractor may not utilize the Cloud system of any CSP unless:

1. The Cloud system and CSP have been evaluated and approved by a 3PAO certified under FedRAMP and Contractor has provided the most current Security Assessment Report (“SAR”) to the DOJ CO for consideration as part of Contractor’s overall System Security Plan, and any subsequent SARs within 30 days of issuance, and has received an ATO from the Authorizing Official for the DOJ component responsible for maintaining the security confidentiality, integrity, and availability of the DOJ Information under contract; or,
2. If not certified under FedRAMP, the Cloud System and CSP have received an ATO signed by the Authorizing Official for the DOJ component responsible for maintaining the security, confidentiality, integrity, and availability of the DOJ Information under the contract.

C. Contractor must ensure that the CSP allows DOJ to access and retrieve any DOJ Information processed, stored or transmitted in a Cloud system under this Contract within a reasonable time of any such request, but in no event less than 48 hours from the request. To ensure that the DOJ can fully and appropriately search and retrieve DOJ Information from the Cloud system, access shall include any schemas, meta-data, and other associated data artifacts.

## VI. Information System Security Breach or Incident

### A. Definitions

1. Confirmed Security Breach (hereinafter, “Confirmed Breach”) means any confirmed unauthorized exposure, loss of control, compromise, exfiltration, manipulation, disclosure, acquisition, or accessing of any Covered Information System or any DOJ Information accessed by, retrievable from, processed by, stored on, or transmitted within, to or from any such system.
2. Potential Security Breach (hereinafter, “Potential Breach”) means any suspected, but unconfirmed, Covered Information System Security Breach.
3. Security Incident means any Confirmed or Potential Covered Information System Security Breach.

B. Confirmed Breach. Contractor shall immediately (and in no event later than within 1 hour of discovery) report any Confirmed Breach to the DOJ CO and the CO's Representative (“COR”). If the Confirmed Breach occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, Contractor must call DOJ-CERT at 1-866-US4-CERT (1-866-874-2378) immediately (and in no event later than within 1 hour of discovery of the Confirmed Breach), and shall notify the CO and COR as soon as practicable.

### C. Potential Breach.

1. Contractor shall report any Potential Breach within 72 hours of detection to the DOJ CO and the COR, unless Contractor has
  - (a) completed its investigation of the Potential Breach in accordance with its own internal policies and procedures for identification, investigation and mitigation of Security Incidents and
  - (b) determined that there has been no Confirmed Breach.
2. If Contractor has not made a determination within 72 hours of detection of the Potential Breach whether a Confirmed Breach has occurred, Contractor shall report the Potential Breach to the DOJ CO and COR within one-hour (i.e., 73 hours from detection of the Potential Breach). If the time by which to report the Potential Breach occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, Contractor must call the DOJ Computer

Emergency Readiness Team (DOJ-CERT) at 1-866-US4-CERT (1-866-874-2378) within one-hour (i.e., 73 hours from detection of the Potential Breach) and contact the DOJ CO and COR as soon as practicable.

D. Any report submitted in accordance with paragraphs (B) and (C), above, shall identify (1) both the Information Systems and DOJ Information involved or at risk, including the type, amount, and level of sensitivity of the DOJ Information and, if the DOJ Information contains PII, the estimated number of unique instances of PII, (2) all steps and processes being undertaken by Contractor to minimize, remedy, and/or investigate the Security Incident, (3) any and all other information as required by the USCERT Federal Incident Notification Guidelines, including the functional impact, information impact, impact to recoverability, threat vector, mitigation details, and all available incident details; and (4) any other information specifically requested by the DOJ. Contractor shall continue to provide written updates to the DOJ CO regarding the status of the Security Incident at least every three (3) calendar days until informed otherwise by the DOJ CO.

E. All determinations regarding whether and when to notify individuals and/or federal agencies potentially affected by a Security Incident will be made by DOJ senior officials or the DOJ Core Management Team at DOJ's discretion.

F. Upon notification of a Security Incident in accordance with this section, Contractor must provide to DOJ full access to any affected or potentially affected facility and/or Information System, including access by the DOJ OIG and Federal law enforcement organizations, and undertake any and all response actions DOJ determines are required to ensure the protection of DOJ Information, including providing all requested images, log files, and event information to facilitate rapid resolution of any Security Incident.

G. DOJ, at its sole discretion, may obtain, and Contractor will permit, the assistance of other federal agencies and/or third party contractors or firms to aid in response activities related to any Security Incident. Additionally, DOJ, at its sole discretion, may require Contractor to retain, at Contractor's expense, a Third Party Assessing Organization (3PAO), acceptable to DOJ, with expertise in incident response, compromise assessment, and federal security control requirements, to conduct a thorough vulnerability and security assessment of all affected Information Systems.

H. Response activities related to any Security Incident undertaken by DOJ, including activities undertaken by Contractor, other federal agencies, and any third-party contractors or firms at the request or direction of DOJ, may include inspections, investigations, forensic reviews, data analyses and processing, and final determinations of responsibility for the Security Incident and/or liability for any additional response activities. Contractor shall be responsible for all costs and related resource allocations required for all such response activities related to any Security Incident, including the cost of any penetration testing.

## VII. Personally Identifiable Information Notification Requirement

Contractor certifies that it has a security policy in place that contains procedures to promptly notify any individual whose Personally Identifiable Information ("PII") was, or is reasonably determined by DOJ to have been, compromised. Any notification shall be coordinated with the DOJ CO and shall not proceed until the DOJ has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by Contractor shall be coordinated with, and subject to the approval of, DOJ. Contractor shall be responsible for taking corrective action consistent with DOJ Data Breach Notification Procedures and as directed by the DOJ CO, including all costs and expenses

associated with such corrective action, which may include providing credit monitoring to any individuals whose PII was actually or potentially compromised.

VIII. Pass-through of Security Requirements to Subcontractors and CSPs

The requirements set forth in the preceding paragraphs of this clause apply to all subcontractors and CSPs who perform work in connection with this Contract, including any CSP providing services for any other CSP under this Contract, and Contractor shall flow down this clause to all subcontractors and CSPs performing under this contract. Any breach by any subcontractor or CSP of any of the provisions set forth in this clause will be attributed to Contractor.

(End of clause)

## SECTION J – LIST OF ATTACHMENTS

### LIST OF ATTACHMENTS

Attachment #	Title
1	Service Contract Act Wage Determination No. 2015-4603
2	RFI Template
3	Acquisition Risk Questions (ARQ) and Key Management Personnel Listing (KMPL)
4	Key Personnel Resume Template
5	Labor Rates Calculator

## SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

#### 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

***Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component*** have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) **Prohibition.**

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.



(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) **Procedures.** The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ( <https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) **Representation.** The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) **Disclosures.**

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model

number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

#### **52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)**

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

<https://www.acquisition.gov/far/>

(End of provision)

#### **PROVISIONS INCORPORATED BY REFERENCE**

NUMBER	TITLE	DATE
52.204-7	System for Award Management.	Oct 2016
52.204-16	Commercial and Government Entity Code Reporting.	Aug 2020
52.207-1	Notice of Standard Competition.	May 2006
52.209-7	Information Regarding Responsibility Matters.	Oct 2018
52.209-13	Violation of Arms Control Treaties or Agreements—Certification.	Nov 2021
52.215-1	Instructions to Offerors—Competitive Acquisition.	Nov 2021
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data.	Nov 2021
52.216-1	Contract Type. ( <i>Insert: firm-fixed-price</i> )	Apr 1984
52.216-27	Single or Multiple Awards.	Oct 1995
52.217-5	Evaluation of Options.	Jul 1990
52.233-2	Service of Protest.	Sep 2006

Independent Third Party Enhanced Commissioning Services for FBI Facilities, Redstone Arsenal,  
Huntsville, AL

NUMBER	TITLE	DATE
52.237-1	Site Visit.	Apr 1984

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **5 INSTRUCTIONS TO OFFERORS**

This is a Request for Proposal (RFP) utilizing the source selection procedures under FAR section 15.101-1, Tradeoff Process.

#### **5.1 GENERAL INSTRUCTIONS**

All communications shall only be directed in writing to the Contracting Officer and Contract Specialist.

Proposals shall be submitted electronically via email on or before **March 31, 2023 at 12:00 PM noon CDT**. Proposals and any revisions shall be submitted via email to **Eric Thomas at [ejthomas3@fbi.gov](mailto:ejthomas3@fbi.gov) and Elizabeth Mott at [ejoens@fbi.gov](mailto:ejoens@fbi.gov)**. No hand deliveries will be accepted.

The Proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Contractors shall assume that the Government has no prior knowledge of their facilities and experience and will base its evaluation on the information presented in their proposal. Proposals that fail to provide full, accurate and complete information may be deemed non-responsive. If the Government determines that no offer is acceptable or if the Government does not have adequate funding, the Government will cancel the solicitation and notify interested firms.

In accordance with FAR Subpart 4.8, Government Contract Files, the Government will retain one copy of all unsuccessful proposals.

Any questions must be made in writing due no later than February 21, 2023 at 11:59 PM CST to Eric Thomas at [ejthomas3@fbi.gov](mailto:ejthomas3@fbi.gov) and Elizabeth Mott at [ejoens@fbi.gov](mailto:ejoens@fbi.gov). Use Attachment 1 - RFI Template for all questions.

The Government identifies and sets page limits for each section and volume Offerors are required to submit. The page limits are maximums, not recommended lengths. If page limits are exceeded, the excess pages will not be read or considered in the evaluation of the Proposal. Firms are strongly encouraged to keep their responses focused and brief. Information beyond what is required by the RFP is not encouraged.

Electronic copies of documents containing pricing information should be accessible in **MS Word or MS Excel**. Standard Forms should be submitted in pdf. Only UNCLASSIFIED information shall be submitted. Any proprietary information shall be marked accordingly.

If in reviewing the proposal the Government identifies or otherwise learns that the provided proposal information is not accurate or misrepresents the Offeror's status or capabilities, that information may be used by the CO as part of the Offeror's responsibility determination and could result in the Offeror not being eligible for the award. The failure to provide a complete and compliant proposal may lead to the Offeror being ineligible for the award.

## 1.1 SUBMISSION FORMAT

Offerors shall submit five (5) separate documents, one for the Cover Letter, each Volume/Tab, and SF 33. All Volumes and cover letter shall be single-spaced and in text size no less than 12-point font, Times New Roman, except in tables/charts/graphics/callout boxes, where the text size can be no less than Times New Roman, 10-point font.

Proposals shall be submitted in accordance with the instructions listed in this solicitation and shall not contain classified information.

Please see the following table for Volume naming conventions and page limits.

Volume	Tab	Title	# of Copies	Maximum Page Limit
N/A		Cover Letter	1	1
N/A		Representations & Certifications	1	No limit
I		Security Proposal	1	No limit
II	A	Commissioning Management Approach	1	5 (does not include resumes or Org Chart)
II		Subfactor 1 – Staffing Plan	1	
II		Subfactor 2 – Team Organization & Key Personnel	1	2 Pages per Resume 1 Page for Org Chart
II	B	Past Performance	1	10
III	C	Price	1	N/A

The Volumes are designed to ease evaluation for the Government. Each Volume shall be written on a stand-alone basis so that its contents may be evaluated without cross-referencing other Volumes of the Proposal. Information required for Proposal evaluation that is not found in its designated Volume will be assumed to have been omitted from the Proposal.

Each Volume shall have at a minimum the RFP number, Volume description, and firm's name. Pages shall be numbered sequentially by volume. A brief cover page summarizing this information does not count toward the maximum page limit.

The Government will evaluate Proposals in accordance with evaluation criteria set forth in Section M of this RFP.

## 1.2 COVER LETTER INSTRUCTIONS

Firms shall include a Cover Letter that is no more than one (1) page total with their proposal submission that identifies the following:

1. The RFP number
2. Name and Address of the Company
3. CAGE code and SAM Unique Entity Identifier (UEI)
4. Point of Contact Names, Phone Numbers, and E-mail Addresses
5. Short summary of the firm's four volumes/tabs that are being submitted for evaluation

### 1.3 USE OF NON-GOVERNMENT ADVISORS

Offerors are advised that technical data submitted to the Government in response to this RFP may be released to non-Government advisors for proposal review and analysis. All non-Government advisors have signed non-disclosure statements. The non-Government advisors support will be provided by Jacobs Solutions Inc. Offerors shall complete paragraph (2) below or provide written objection to disclosure as indicated in paragraph (1) below, if the Offeror objects to disclosure of a portion of the proposal, the consent in (2) should be provided for the remainder of the proposal. Include either paragraph (1) or (2) below, completed as applicable, within the proposal cover letter.

- a. Any objection to disclosure:
  - i. Shall be provided in writing to the CO within seven (7) calendar days of RFP issuance; and
  - (ii) Shall include a detailed statement of the basis for the objection. The detailed statement shall identify the specific portions of the proposal the Offeror objects to disclosure to non-Government advisors.
- b. I understand technical and cost/price data submitted to the Government in response to this RFP may be released to non-Government advisors. I consent to release of any (unless objection is provided in (1) above) proprietary, confidential, or privileged commercial or financial data provided by the firm(s) named below in response to this solicitation, to non-Government advisors for review and analysis:

Firm:

Name (individual authorized to commit firm):

Title:

Date of Execution:

### 1.4 VOLUME I: SECURITY PROPOSAL

All entities referenced in a proposal (Offeror and industry partners) will be subject to a Company Threat Assessment (CTA) by the FBI to screen for potential Supply Chain Risk Management issues. If the Offeror or any of its team members are owned or controlled by a foreign person or entity, either in whole or in part, such foreign ownership, control, or influence must be fully disclosed, in which case the Government may require additional information. The Government reserves the right to restrict participation by any foreign-owned entity or require mitigation of foreign control.

In order to perform the company threat assessment, the Offeror shall submit an Acquisition Risk Questionnaire and Key Management Personnel List (ARQ/KMPL – Attachment 3) for itself and each subcontractor offered in its proposal. The ARQs and KMPLs shall be provided in this Tab as a part of the Offeror's proposal. Failure to submit all ARQs and KMPLs may result in the Offeror to be determined as noncompliant and render the offeror ineligible for award.

## **1.5 VOLUME II: TECHNICAL PROPOSAL**

### **TAB A – FACTOR 1: COMMISSIONING MANAGEMENT APPROACH**

The Commissioning Management Approach is comprised of two primary sections: The Staffing Management Plan (to include a statement of Commitment and Resources) and Team Organization & Key Personnel.

#### **Subfactor 1: Staffing Management Plan**

The Offeror shall describe its approach to successfully plan and implement a seamless transition between construction and occupancy while maintaining continuity of support during the transition period. The staffing management plan details how the Offeror will successfully staff a project and achieve staffing milestones (identifying potential candidates, interviews, offer letters, and on boarding, etc.) associated with the transition period. The plan should also clearly describe the offeror's procedures for ensuring qualified contractor personnel are available to begin performance immediately upon task order issuance, as well as ensuring projects are consistently staffed with qualified personnel. The Offeror must demonstrate a complete understanding of the requirements outlined in the SOW.

Commitment and resources: The Offeror must demonstrate capacity to respond to Task Orders with an effective organization structure, project team, and commissioning management plan to accomplish the requirements of the Statement of Work. As this Request for Proposal will result in a single award for a sustained requirement, Offerors must demonstrate their commitment and resources to support the Commissioning Management Approach for multiple future task orders which may be requested on short notice and/or involve multiple projects. Provide a complete list of all current projects, with project name, size, start date, completion date to which proposed key personnel are assigned. Explain where there may appear to be a capacity issue and how that will be mitigated.

#### **Subfactor 2: Team Organization & Key Personnel**

The Offeror shall provide an Organization Chart defining key personnel involved in the overall project management and anticipated roles on task orders. The Offeror shall denote all contractor personnel responsible for the onsite management and coordination of contractor assignments. The Offeror shall denote onsite Government contact(s) for administration of the daily operations. If individuals to hold any position are TBD pending task order requirements, this must be clearly noted and referenced in Subfactor 1, Staffing Plan.

The Offeror shall complete and submit the RFP Key Personnel Resume Template for the positions listed in Section 4.0 of the SOW. Additional positions may be proposed which are considered essential to contract performance. All proposed positions, including those beyond what is required in the SOW, will be designated as Key Personnel. Identify which



proposed key staff were involved with projects listed in Factor 2, Past Performance, and demonstrate how their expertise makes them suitable for this requirement.

The following credentials are not required to be held by Key Personnel but may be evaluated more favorably:

1. Project Manager
  - Membership with the Building Commissioning Association.
  - Membership with the U.S. Green Building Council.
  - LEED Accredited Professional certification.
  - Current commissioning certification from one of the following organizations: ASHRAE, ACG, NEBB, AEE or BCCB.
2. Project Architect
  - Membership with the U.S. Green Building Council.
  - LEED Accredited Professional certification.
  - **Current commissioning certification from one of the following organizations: ASHRAE, ACG, NEBB, AEE or BCCB.**
3. Project Engineer
  - Membership with the U.S. Green Building Council.
  - LEED Accredited Professional certification.
  - Current commissioning certification from one of the following organizations: ASHRAE, ACG, NEBB, AEE or BCCB.

#### **TAB B – FACTOR 2: PAST PERFORMANCE**

Offerors shall provide a minimum of three (3) and maximum of five (5) recent and relevant projects (completed within the last 5 years) in which they have performed as prime contractor for projects similar in size and scope to the Independent Third-Party Enhanced Commissioning Services for FBI Facilities at Redstone Arsenal (see Section 2.0 of the SOW for overviews of anticipated projects and scope). Past projects must demonstrate the offeror's ability to complete work in a timely and satisfactory manner.

Demonstrated experience in commissioning services is required. Enhanced Commissioning Services will be considered more relevant, and Independent Third-Party Enhanced Commissioning Services will be considered significantly more relevant. Experience in commissioning of Government Office/Cyber/IT/Training Facilities will be considered more relevant. Demonstrated experience with proposed key subcontractors may be evaluated more favorably. For each project provided, the Offeror shall provide the following information:

1. Name of project, contract number and awarded project dollar value
2. Original period of performance
3. Name and address of customer or Government Agency
4. Name, telephone number and email address of Contracting Officer or customer equivalent
5. Final project cost at contract/task order completion and explanation for any cost overruns
6. Synopsis of the scope of work and why it is considered recent and relevant to this requirement

7. Key project milestones including actual completion date and explanation for any significant schedule delays
8. Demonstrate working relationship of the team members on the project and their roles and responsibilities

Offerors are advised that the Government may consider and evaluate any other past performance data obtained from other sources and use the obtained information in the evaluation and rating of the Offerors' past performance. Offerors' past performance records in CPARS will be reviewed. Ratings of Marginal will be considered a weakness. Ratings of Unacceptable will be considered a significant weakness.

### **TAB C – FACTOR 3: PRICE**

The Contractor shall provide a price proposal by entering its fully loaded labor rates into Attachment 5, Labor Rates Calculator. The proposal shall be presented with the labor categories requested by the Government, as well as any other categories anticipated by the offeror to perform under one or more task orders. Dollar amounts shall not be rounded. Line items left blank must include supporting rationale or will otherwise be viewed as "non-responsive." The Offeror shall address all price information ONLY in Volume III and the SF-33.

Each Offeror's proposal shall be discretely priced. Proposed pricing rates must support the proposed Commissioning Management Approach and will be evaluated to ensure a fair and reasonable price. The burden of proof concerning the reasonableness of proposed resources is on the Offeror. Therefore, the Offeror needs to demonstrate that the proposed resources completely and accurately reflect the Commissioning Management Approach.

A complete price proposal is required for evaluation. An incomplete price proposal can result in the entire proposal being removed from competition.

## SECTION M – EVALUATION FACTORS FOR AWARD

### EVALUATION PROCESS

#### **Basis For Award**

In accordance with FAR 15.101-1 Tradeoff Source Selection Process, the Government intends to award a firm-fixed-price contract to the Offeror whose proposal is determined fair and reasonable and provides the best value.

Proposals must meet the criteria stated in the RFP to be eligible for award, to include responsiveness and technical acceptability. A responsibility determination will be made in accordance with Federal Acquisition Regulation (FAR) subpart 9.1.

Offerors are reminded to include their best technical and price terms in their initial offer.

#### **Rejection Of Unrealistic Proposals**

The Government may reject any proposal that is evaluated to be unrealistic in terms of program commitments, or contract terms and conditions, such that the proposal fails to reflect the complexity and risks of the program.

### EVALUATION CRITERIA & RATINGS FOR NON-PRICE FACTORS

#### **Relative Importance**

Descriptions of the evaluation criteria for each Factor are provided below. Evaluation criteria will be used to evaluate the depth and breadth of how well the Factor was addressed. Factors are listed in descending order of importance. Factor 1, Commissioning Management Approach, is the most important factor. Factor 2, Past Performance, is more important than Factor 3. When combined, Factors 1 and 2 are significantly more important than Factor 3, Price.

**FACTOR 1: Commissioning Management Approach.** Based on the Offeror's proposal, the evaluation team will evaluate the Offeror's commissioning management approach to assess how well the team is integrated and structured to be able to perform under this award with the appropriate resources.

After reviewing and evaluating the offeror's proposal, the evaluation team will assign one of the following ratings:

**Outstanding:** Information provided by the Offeror in their proposal clearly demonstrates the ability of Offeror and its team to exceed all requirements. Offeror's proposal presented an exceptional approach to performing the requirements, and demonstrated a clear understanding of, the project requirements. The proposal contained at least two significant strengths and had no deficiencies, weaknesses, or significant weaknesses. Risk of unsuccessful performance is very low.

**Very Good:** Information provided by the Offeror in their proposal clearly demonstrates the ability of the Offeror and its team to meet all requirements. Offeror's proposal presents a thorough approach and understanding of the requirements. Proposal contains at least one strength, no deficiencies, and no significant weaknesses, and risk of unsuccessful performance is low.

**Acceptable:** Information provided by the Offeror in their proposal demonstrates the ability of the Offeror and its team meet all requirements. Offeror's proposal presents an adequate approach and understanding of the requirements. Proposal may contain one or more weaknesses which are offset by strengths, and risk of unsuccessful performance is low to moderate.

**Marginal:** Information provided by the Offeror in their proposal did not clearly demonstrate the ability of the Offeror and its team to meet all the requirements. Offeror's proposal did not present an adequate approach to performing the requirements or demonstrate an adequate understanding of the requirements. The evaluation of the proposal received one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is moderate to high.

**Unacceptable:** Information provided by the Offeror in their proposal failed to demonstrate the ability of the Offeror and its team to meet all requirements. Offeror's proposal does not meet requirements of the solicitation. Proposal contains one or more deficiencies, and risk of unsuccessful performance is unacceptably high.

**FACTOR 2: Past Performance.** Based on the Offeror's proposal, the evaluation team will evaluate past performance to assess how well recently performed work, relevant to the type of effort and type of requirements in the RFP were performed and will use the information received as an indicator of the Offeror's ability to perform under this award.

After reviewing and evaluating the offeror's proposal, the evaluation team will assign one of the following ratings:

**High Level of Confidence**

The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements. Offeror's past performance indicates that contract requirements were accomplished in a timely, efficient, and economical manner for the most part, with only minor problems that had little identifiable effect on overall performance. Timeliness and Quality of Work were rated no lower than Very Good on reference checks. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort.

**Moderate Level of Confidence**

The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance. Performance was fully responsive to contract requirements; there may have been reportable problems, but with little identifiable effect on overall performance. Timeliness and Quality of Work were rated no lower than Satisfactory on reference checks.

Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort.

**Low Level of Confidence**

The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards. Offeror achieved adequate results; there may have been reportable problems with identifiable effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort.

Offerors with no relevant past performance history will receive a neutral rating with neither a favorable nor unfavorable evaluation.

**EVALUATION CRITERIA & RATING FOR PRICE FACTOR**

**FACTOR 3: Price.** Based on the Offeror's price proposal, the evaluation team will evaluate the Offeror's price proposal for fairness and reasonableness to determine if personnel pricing rates accurately reflect the scope and complexity of the program requirements. Price must be determined fair and reasonable for an offeror to be eligible for award.

For completeness, the proposal will be reviewed to determine the extent to which proposed resources correlate to the Offeror's Commissioning Management Plan. The Offeror's proposed price will be evaluated against the proposed bid schedule. The Offeror's proposed price rates and other information will be evaluated to ensure continuity and traceability of prices to the technical volume and between the initial proposal and revisions thereto. The review will determine the thoroughness of the Offeror's proposal in addressing and fulfilling the Offeror's proposed cost for meeting all RFP requirements.