

**Construction Contract for: Alaska Job Order Construction Contract (JOCC)**

**The Solicitation**

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## **I. GENERAL INFORMATION**

### **I.A. The Solicitation and Contract**

- 1) This Solicitation sets forth requirements for proposals for three (3) separate Single Award, Indefinite Delivery / Indefinite Quantity (IDIQ) Job Order Construction Contracts (JOCC) (one award for each zone) for the GSA, Public Buildings Service (PBS), Northwest/Arctic Region (Region10) as described in the attached Agreement (The Contract) and Scope of Work (SOW) dated January 11, 2022. Proposals conforming to the Solicitation requirements will be evaluated in accordance with the Method of Award as established in this document. The Government will award IDIQ contract(s) to the selected Offeror(s), subject to the conditions established by this solicitation.
- 2) Neither the Solicitation nor any part of an Offeror's proposal shall be part of the Contract except to the extent expressly incorporated therein by the Contracting Officer.
- 3) The Offeror's proposal submitted in response to this Solicitation shall constitute a firm offer. No contract shall be formed unless and until the Contracting Officer has countersigned the SF 1442 submitted by an Offeror and delivered to the Contractor a copy of the SF 1442 with original signatures together with the Agreement reflecting the Offeror's proposed prices.

### **I.B. List of Solicitation Documents**

The Solicitation Documents are comprised of:

- 1) SF1442, Solicitation, Offer, and Award [Construction, Alteration and Repair]
- 2) The Solicitation
- 3) Attachment 1: Price Schedule (Supplement to SF 1442)
- 4) Attachment 2: GSA Form 527
- 5) Attachment 3: Offeror's Reqs and Certs
- 6) Attachment 4: Offeror's Experience Form
- 7) Attachment 5: Past Performance Questionnaire (PPQ)
- 8) Attachment 6: Express Menu
- 9) Attachment 7: Wage Determinations
- 10) Attachment 8: SOW
- 11) Attachment 9: R10 Alaska Owned Buildings
- 12) The Agreement

### **I.C. Authorized Representatives**

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

Name: Rebecca Graham, Contracting Officer  
Email: [rebecca.graham@gsa.gov](mailto:rebecca.graham@gsa.gov)  
Phone: (907) 223-8671

Name: Mark A. Mitchell, Contracting Officer  
Email: [mark.mitchell@gsa.gov](mailto:mark.mitchell@gsa.gov)  
Phone: (509) 279-3891

### **I.D. Pre-Proposal Conference**

- 1) For each interested vendor, please provide a list of companies you have worked with, including if the role was as a Prime or Subcontractors and you must register to attend the pre-proposal conference using the following [Alaska JOCC Pre-Proposal Conference Registration Form](#)
- 2) Solicitation request for information (RFI) provided before the pre-proposal conference will be presented with the answers [Alaska JOCC Solicitation Questionnaire Form](#)
- 3) **Pre-proposal conference attendance is not mandatory.** Responsibility to understand the requirements of the solicitation is not relieved by not attending the conference. The intent and purpose of this meeting is for the GSA to discuss the solicitation, attachments, agreement, and scope of work, proposal evaluation process and the method of award.

### **I.E. Contract Maximum Value (CMV)**

- 1) The CMV for each IDIQ award is estimated at \$4 million per zone per year with a total CMV of \$20 million for each zone/contract for a total magnitude of \$60M for the life of all three zones. The period of performance of each contract is five years.
- 2) The contract expected spend, per individual Alaska JOCC IDIQ, is approximately \$1.25M annually.
- 3) The CMV for each IDIQ decreases by the execution of task order contracts (TOC).

### **I.F. Receipt of Proposals**

- 1) Proposals conforming to the requirements of the solicitation are to be submitted for consideration by email only. Email complete proposals to the Contract Officers at [rebecca.graham@gsa.gov](mailto:rebecca.graham@gsa.gov) and [mark.mitchell@gsa.gov](mailto:mark.mitchell@gsa.gov).
- 2) Proposals are considered received as of the date and time the email is in the inbox of the recipient. GSA bears no responsibility for the successful receipt of such emails and the contractor is encouraged to submit a proposal early, with a read receipt, to confirm receipt prior to the due date.

### **I.G. Alaska IDIQ Overview**

- 1) The U.S. General Services Administration (GSA), Public Building Service (PBS), Northwest/Arctic Region, Alaska has recurring requirements for non-complex construction in federal and leased facilities located in the state of Alaska. Non-complex construction requirements include, but are not limited to: repair and/or replacement of building systems and mechanical components typically performed by mechanical, electrical, and plumbing trades. Additionally, a large percentage of projects are for interior improvements of physical spaces, including common spaces under the responsibility of the GSA, PBS, such as cafeterias, corridors, and entry/exit points. These projects include renovation activities on a limited scale that includes paint, carpet, cove base, lighting, and modifications to existing reflected ceiling systems, lighting, fire alarm and notification devices, mechanical supply and returns, minor electrical wiring and low voltage cabling. Similar non-complex construction projects will be required by federal tenants under the terms of the GSA, PBS tenant improvement responsibilities and funded by the Reimbursable Work Authorization (RWA) program. The nature and type of projects are developed on an as needed basis and funded based on limited cost estimating practices. The solicitation will allow for vendors to propose for one or multiple zones; GSA intends to execute JOCCs for three Zones:
  - a) ZONE 1 – Interior Alaska: This zone includes the interior area of the state of Alaska. This includes, but is not limited to, federal and leased facilities located in or near the cities of Fairbanks, Tok, ALCAN Land Port of Entry (LPOE), Kotzebue, and Nome, Alaska. This encompasses an area within the Interior of Alaska.
  - b) ZONE 2 – South Central Alaska: This zone includes, but is not limited to, federal and leased facilities located in or near the cities of Anchorage, Palmer, Wasilla, Seward, Soldotna, and Homer. This encompasses an area within South Central Alaska.
  - c) ZONE 3 – Southeast Alaska: This zone includes, but is not limited to, federal and leased facilities located in or near the cities Juneau, Petersburg, Ketchikan, Haines LPOE, and the Skagway LPOE. This encompasses an area within Southeast Alaska and borders Canada.
  - d) This solicitation will allow for contractors to propose for one or multiple zones. Only one contract will be issued per zone; however, if one contractor is the awardee for more than one zone then GSA reserves the right to award multiple zones under one (1) contract.
- 2) Task Order Estimates and Limitations
  - a) The Minimum task order project allowed is \$2,000.
  - b) Task order contract (TOC) average award values will typically range from \$10,000 to \$50,000.
  - c) The planned TOC maximum is \$150,000
  - d) GSA anticipates as many as 30 task order contracts will be awarded annually for each Alaska JOCC IDIQ.

- e) There is no limit to the number of task order contracts to be ordered under any of the Alaska JOCC IDIQ contracts

#### **I.H. Contractor Team Arrangements (CTA)**

##### **1) General**

“Contractor team arrangement,” (CTA) means an arrangement in which two or more companies form a legally binding agreement to act as a potential prime contractor. For the purposes of this solicitation, this definition is limited to FAR 9.601(1). Contractor team arrangements may be desirable from both a Government and Industry standpoint in order to enable the companies involved to: a). Complement each other’s unique capabilities and b). Offer the Government the best combination of performance, cost, and delivery for the system or product being acquired. Each company within the teaming arrangement must be capable of 100% project superintendence for each task order. Each company within the team arrangements must also be capable of meeting the 15% minimum self-performance of work without reliance on subcontractor labor.

In accordance with FAR 9.603, the Government recognizes the integrity and validity of team arrangements if those arrangements are identified and fully disclosed in the CTA Offeror(s) proposal.

Contracts awarded to CTA entities will be held fully responsible for project performance of awarded Task Order Contracts.

##### **2) Technical threshold (IDIQ Requirements) – CTA Offerors**

Proposals submitted by CTA Offerors require each entity to sign Standard Form 1442 (the CTA and each individual entity participating in the CTA). Each entity and the CTA are required to meet the minimum requirements to be eligible for technical evaluation. Note that the combined aggregate earnings for CTA based entities are not allowed to exceed the size standard as established for Joint Ventures in FAR 19.401. For the purposes of this solicitation, the size standard restrictions established for Joint Venturer’s will be applicable to proposals submitted by CTA Offerors. CTA based Offerors are encouraged to review the size standard tests established in FAR 19.101-(7)(i)(A) and (B).

##### **3) Joint Ventures**

Proposals submitted by Joint Venture (JV) entities must include a copy of an executed joint venture agreement, with original signatures, approved by the SBA, which fully discloses the legal identity of each member of the joint venture, the relationship between the members, the form of ownership of each member, identification of who or which entity has authority to bind the JV and any limitations on liability or authority for each member. Proposals submitted by a JV require an authorized representative(s) of the JV to sign the SF 1442. Representations and certifications, financial information, and past performance information must be submitted for each member of the joint venture.

##### **4) CTA Evaluation of Project Experience and Past Performance.**

Proposals submitted by a CTA Offeror, will be evaluated as a CTA for the purposes of the Past Performance and Past Experience non-price factors. Documentation to support Past Performance and Past Experience may be submitted for each individual firm and the CTA itself. At a minimum, each firm must submit one document for project

experience and past performance to demonstrate that each firm has sufficient project experience and acceptable past performance.

5) CTA Award Documentation

Evidence of a binding agreement which reflects joint and severable liability for the CTA in the form of a Joint Venture, Teaming Agreement or other legally binding document for CTA task proposals shall be provided for Government review prior to award.

## II. PROPOSALS

This section provides instructional information for the preparation of proposals. The source selection method, factors for evaluation and the criteria that each proposal will be measured against are defined in this section. Section III will provide information for how the Government will select contract awards.

### II.A. Instructions to Offerors

- 1) As prescribed in 15.209(a), FAR 52.215-1 Instructions to Offerors-Competitive Acquisition (Nov 2021) *is supplemented* as follows:
  - a) Changes to the solicitation prior to the deadline for receipt of proposals will be executed via issuance of SF30 Amendment to the Solicitation. Amendments will be sequentially numbered beginning with the notation 'A0001'. Amendments will be posted to the notice for this solicitation at <http://www.sam.gov>. The solicitation identification number is: 47PL0122R0050.
  - b) Amendments are required to be acknowledged on the SF1442. Proposals that do not acknowledge all amendments risk rejection.
- 2) Submitting the Proposal
  - a) Proposals will only be accepted electronically, by email, to the individuals identified at paragraph I.F on page 5 of this document.
  - b) Only one proposal and email will be accepted.
  - c) The maximum allowable 'inbound' file size to GSA is 25MB.
- 3) Writing the Proposal
  - a) Better proposals are clear and concise with key details that are easy to read and understand.
  - b) Proposals should speak to the abilities of the Offerors to provide the services to be ordered under the GSA, PBS AK JOCC program.
  - c) Use of visual aids and graphics are acceptable. Offerors are cautioned to provide written narratives to ensure understandability of the information presented in absence of a discussion.

4) Evaluating the Proposal

- a) GSA shall evaluate proposals on a fair and equitable basis. Page limits are strictly enforced. The Government will only review the number of allowed pages as stated in the solicitation.
- b) Statements made in proposals are subject to review and evaluation for accuracy, sound business practices, ethics, and integrity. GSA may validate statements using government and publicly available information.

5) Award without Discussions

- a) The government reserves the right to award this effort based on the initial proposal, as received, without discussions.

**II.B. Proposal Format**

- 1) Proposals shall consist of the following documents, completed, and executed in accordance with this Solicitation. Each factor is an individual electronic file, Portable Document Format (pdf) is the preferred media format.
- 2) Offerors are to submit an email with the subject line: “[Offeror Name] Proposal - Region 10 IDIQ AK JOCC, Zone Name/Number”
- 3) Offerors submitting a proposal for more than one zone shall identify all the zones in the subject line as follows: Zones 1 & 2, or Zones 1 & 3, or Zones 2 & 3 or Zones 1, 2, & 3.
- 4) The page count includes the charts, exhibits, and any other materials the Offeror deems necessary to submit a complete proposal. Volume II - Technical Proposal, Part 1 will be evaluated based on the first 15 pages only. Technical proposals will be reviewed and evaluated independently of the review of price schedule.

5) Offerors are required to submit proposal packages in the format described below

<b>Proposal Submission Format</b>
<b>Volume I – Administrative Matters (no maximum page count)</b>
Standard Form 1442 (SF 1442)
Attachment 2: GSA Form 527
Attachment 3: Offeror’s Representations and Certifications
Contractor Teaming Agreement or Joint Venture Agreement (if applicable)
<b>Volume II – Technical Proposal, Part 1 (Factor 1 and 2 combined shall not exceed 15 single sided pages)</b>
Factor 1 - Management Plan
Factor 2 - Project Execution
<b>Volume III – Technical Proposal, Part 2 (Factor 3 and 4 submissions shall not count towards page limit)</b>
Factor 3 - Past Experience
Attachment 4: Offeror’s Experience Form
Factor 4 - Past Performance
Attachment 5: Past Performance Questionnaire (PPQ)
<b>Volume IV – Price Proposal</b>
Factor 5 - Price Schedule
Attachment 6: Price Schedule (Supplement to SF 1442)

## **II.C. Evaluation Factors**

This section outlines the criteria the Government will use in evaluating the offeror's capabilities and Proposals for the AK JOCC IDIQ contract. In addition, the Government will compare each offeror's capabilities and proposal elements against predetermined measures of merit related to the Government's requirements.

### **1) Factor 1 - Management Plan**

**DESCRIPTION:** This factor considers the Offeror's Management plan to successfully perform work under the solicited contract. Use of this single-award, indefinite delivery indefinite-quantity JOCC is for the primary purpose of realizing efficiencies on small orders. As a result, the Government expects timely and quality delivery of order requirements under the fair and reasonable pricing schedule.

Offerors shall demonstrate their approach for controlling quality, responding to new orders, managing, and completing multiple projects at once and in accordance with contract and task order requirements, and their in-house staffing for this IDIQ JOCC and any/all the delivery order job issued against the JOCC.

### **SUBMITTAL REQUIREMENT**

Describe your plan and capabilities to respond to the Government's notification of a proposed Task Order requirement. Include your plan and capabilities to estimate, prepare, submit, and negotiate Task Order proposals within the range anticipated under the awarded contract; your plan to interface with the Government for informational, collaborative, and historical purposes regarding

Include the following at a minimum in the plan:

- a) A list of proposed management and inhouse staff, their backgrounds, and respective positions regarding this contract. They should address their ability to coordinate multiple subcontractors on single or multiple projects; their response time to Government needs; their purchasing system; a plan to administer payroll and labor relation functions.
- b) Explain plan for interaction between the Government and Contractor staff. Provide an organizational chart to clearly delineate the lines of authority and leadership of key personnel and project managers. Outline the proposed corporate and in house staff, responsibilities, and authorities regarding this contract and how they will interface with each other.
- c) Outline the minimum and maximum in house staffing levels and describe how and when staffing levels will be adjusted. Discuss the proximity to the zones and how this may affect response time. Address responsibilities, capabilities, and levels of authority to assure project accomplishment in a timely and responsive manner. Explain management controls in this process and discuss staffing levels available to cope and negotiate delivery orders simultaneously and effectively. Discuss how staff will provide sketches, plans, shop drawings and as-built drawings, and a plan for ensuring accuracy of sizing

calculations (i.e. dimensions, electrical capacity, load limits, HVAC sizing, etc.). Outline how staff will control cost and be responsible for requisition, purchase, delivery, and inspection of materials.

- d) Outline your quality control program by describing the following:
- i. Offeror shall describe their quality control program for inspection and acceptance of work. Address how QC program will be made project specific and provide pertinent information regarding inspection of work, correction of nonconforming work, and acceptance and close-out procedures for task order projects.
  - ii. Offeror shall describe their plan to communicate and enforce task order requirements, workmanship, and safety standards to the workforce (i.e., in house and subcontractors).
  - iii. Offeror shall describe their plan for submittals and conformance to a Job Order Contract (JOCC) and its individual task order specifications.
  - iv. Offeror shall provide information on how it will handle requests for information, shop drawings, progress meetings, site visits, contract completion, closeout, as built and completion documentation.
  - v. Outline what measures will be taken to correct construction deficiencies.
  - vi. Outline a proposed safety plan, explaining how Occupational Safety Health Administration (OSHA) regulations will be adhered to.

## **STANDARD FOR EVALUATION**

Plans will be evaluated for completeness, reasonableness and understanding of the work. The more thorough and reasonable the plan, and the more the plan demonstrates the offeror's understanding of the work requirements, the higher the rating that may be assigned.

The Offerors will be evaluated on demonstrating their success and ability in:

- 1) Ensuring quality
- 2) Responding to new orders within the timeframe required in the contract specifications
- 3) Managing and completing multiple projects at once and in accordance with contract and task order requirements
- 4) Coordinating with the owner and tenants throughout all points of the projects
- 5) Controlling cost and budget
- 6) Meeting contract submittal and documentation requirements
- 7) Managing contract modifications and negotiations
- 8) Maintaining and communicating the project schedule
- 9) Timely closeout of projects, including punch-list and warranty items

## 2) Factor 2 - Project Execution

**DESCRIPTION:** This section shall address the ability of the prime contractor to manage and construct multiple small-scale construction and repair projects and the extent and rationale for in-house and subcontract work distribution and local contractor support.

### **SUBMITTAL REQUIREMENT**

Provide rationale for selection and utilization of subcontractors. Explain the subcontracting support capability; criteria for subcontractor selection; plan for coordinating, scheduling, and ensuring timeliness of work execution; and completion of multiple projects with multiple subcontractors. Discuss how the subcontracted effort will be integrated into the total contract effort. What means of communication will there be between contractor and subcontractor? How will multiple projects affect plans? Describe management controls to monitor timeliness and quality of subcontracted effort. Discuss utilization of local businesses, within the zone installation, as either a prime or subcontractor.

Include discussion on management of projects in facilities identified as eligible for or registered on the National Register of Historical Places. Identify strategies for assembling knowledgeable and skilled consultants and tradespeople to accomplish the work and how the Offeror and its sub consultants and subcontractors would ensure compliance with the Secretary of Interior's Guidelines for the Treatment of Historic Properties.

Include a discussion on logistics and management of projects for each Zone identified in the proposal, e.g., Zone 1 logistics and management for work completed at the Alcan Border Station 90 miles east of Tok, AK, and federal and leased facilities located in or near the cities of Fairbanks, Tok, Kotzebue and Nome, Alaska; Zone 2 logistics and management of work completed in federal and leased facilities located in or near the cities of Anchorage, Palmer, Wasilla, Seward, Soldotna, and Homer, Alaska; Zone 3 logistics and management for work completed at the border stations near Haines and Skagway, AK, and federal and leased facilities located near the cities of Juneau, Petersburg, and Ketchikan.

### **STANDARD OF EVALUATION**

- 1) Offeror can demonstrate the ability to construct as many as 9 or more small to medium scale construction, maintenance, and repair projects (typically in the range of \$10,000 - \$50,000 each), in different locations, simultaneously within each zone. Demonstrate the ability to respond to multiple concurrent requests for proposal by the Government.
- 2) Offeror can demonstrate evidence of consistently and successfully responding to requests for site visits within two business days of the task order solicitation issuance for projects in facilities within the Central Business District areas of Anchorage, Fairbanks, and Juneau, Alaska and within four business days for all other locations.
- 3) The offeror demonstrates good communication and effective controls in coordinating efforts among prime contractors, consultants, and subcontractors with single and multiple projects.

- 4) Provide evidence of project controls presently used to manage projects of similar scope and size to the anticipated task order values of the JOCC IDIQ contract.
- 5) Provide evidence of timely completion of projects

### 3) Factor 3 - Past Experience

**DESCRIPTION:** This factor considers the extent that the Offeror has experience on Relevant Contracts/Task Orders similar in scope, magnitude, and complexity within the last five (5) years prior to the issuance of the solicitation.

#### **SUBMITTAL REQUIREMENT**

Using the Past Experience Form provided in this solicitation, the Offeror shall demonstrate not less than five (5) examples of projects not less than 75% complete or physically completed within the last five (5) years and shall be similar in scope, magnitude, and complexity.

- a) Physical completion is when the facility was turned over to or occupied by the owner as required by the task order contract.
- b) Projects similar in scope, magnitude and complexity are defined as, but not limited to the following:
  - i. Scope is defined as maintenance, repair, and alteration construction projects on any of the following types: infrastructure projects (i.e., water lines, sanitary lines, storm water systems, fire protection systems, electrical systems and HVAC systems, tenant improvements, courts, and administrative facilities.
  - ii. Magnitude is defined as the maintenance, repair, and alteration, construction projects between \$50,000 to \$150,000 in a single facility or a multi building complex.
  - iii. Complexity is defined as the use of a multi-disciplined team in construction of the facilities of the type as described under scope.
- c) Include actual and scheduled start, completion and duration dates and a list of references. References should include company name, point of contact, and phone number. This should include a list of terminated projects. Be specific regarding experience, especially that relating to facilities maintenance and repair projects and minor new construction. Identify scopes of work in previous projects to include types and levels of skills, trade, and equipment.

**STANDARD FOR EVALUATION:** The standard for this factor is met when the Offeror demonstrates that it has performed work on Relevant Contracts/Task Orders within the last five (5) years prior to issuance of the solicitation.

- 1) A more favorable evaluation may be provided to the extent the contractor meets any of the following conditions:

- a) Recency of demonstrated experience by the offeror on Relevant Contracts/ Task Orders as the prime contractor prior to issuance of the solicitation.
- b) The Relevant Contracts/Task Orders contracting two (2) or more scope elements covered under NAICS code 236220. Examples include:
  - i. Carpentry
  - ii. Electrical
  - iii. Plumbing
  - iv. HVAC
  - v. Flooring
  - vi. Asphalt or concrete Painting or wall covering work
- c) Contractor self-performed two (2) or more scope elements covered under the scope of NAICS code 236220. Examples include:
  - i. Carpentry
  - ii. Electrical
  - iii. Plumbing
  - iv. HVAC
  - v. Flooring
  - vi. Asphalt or concrete
  - vii. Painting or wall covering work
- d) The Relevant Contracts/Task Orders were part of an IDV (e.g., JOCC, SABER, MATOC, IDIQ, SATOC).

#### 4) Factor 4 - Past Performance

**DESCRIPTION:** This factor considers the quality of the Offeror's past performance as the contractor on Relevant Contracts/Task Orders similar in scope, magnitude, and complexity within the last five (5) years prior to issuance of the solicitation.

**Note:** References provided by the Offeror may be contacted by members of the Source Selection Evaluation Board. Any information discussed with references may be considered as part of the assessment of past performance. The Government's sources of information for evaluating the Offeror's past performance may include, but are not limited to, all information the Government becomes aware of (whether before or after the deadline for initial offers and whether or not the sources are provided by the Offeror). While the Government may elect to consider data from a variety of sources, the burden of providing detailed, current, and complete past performance information rests with the Offeror. GSA will not maintain a database of PPQs submitted by Offerors.

**SUBMITTAL REQUIREMENT:** The Past Performance Questionnaire included in this solicitation is provided for the offeror or its team members to submit to the client for each project the offeror includes in its proposal for Factor 3. Ensure correct phone numbers and email addresses are provided for the client point of contact. Completed Past Performance Questionnaires should be submitted with your proposal. If the offeror is unable to obtain a completed PPQ from a client for a project(s) before the proposal closing date, the offeror should complete and submit with its proposal the first page of the PPQ, which will provide contract and client information for the

respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires.

Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. However, this does not preclude the Government from utilizing previously submitted PPQ information in the past performance evaluation.

Also include performance recognition documents received within the last five (5) years, customer letters of commendation, and any other forms of performance recognition.

In addition to the above the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Contractor Performance Assessment Reporting System (CPARS), using all CAGE/DUNS/UEI numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror. In addition, the Offeror is required to provide information on past projects (within the past five (5) years) that were terminated (for any reason) or in which they have been issued a cure notice and provide accompanying information as to the details for such action(s) with an explanation of why they were terminated or issued a cure notice.

**STANDARD FOR EVALUATION:**

- 1) The standard is met when the Offeror's past performance is relevant to the project experience identified in Factor 3. Past performance on the projects identified in the project forms will receive more consideration than past performance from other data sources.

**Note:** Per FAR 15.305 (a)(2)(iv), offerors without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance.

- 2) Submitted projects are relevant and have been completed in a "quality" manner within the last five (5) years as evidenced by the Offeror's attached PPQs.

**5) FACTOR 5 PRICE**

- a) Pricing for this contract will be based upon commonly requested and recurring, scoped construction and general building services line items known as the Express Menu. The Express Menu prices are based on the RS Means Building Construction Facilities Cost of Construction (hereafter referred to as the FCC RS Means Book). The contractor will apply their coefficient to the applicable line items required for a project in each respective zone.

For line items that are required and not itemized in the Express Menu, the contractor will utilize FCC RS Means to establish price reasonableness. The "Total Incl O&P" [Total Included Overhead and Profit] Cost from the FCC RS Means Book, when multiplied by the Offeror's proposed coefficient, will establish Task Order pricing. The "Total Incl O&P" Cost of a unit of work will be determined by the RS Means column entitled "Total Incl O&P", not the column entitled "Bare Cost". Task order contract pricing is based on the multiplication of the established coefficients to the summary unit price. In order to be considered for a zone, Offerors are to complete the price schedule for each applicable zone. Offerors submitting a price proposal for multiple zones are required to complete the price schedule for each zone.

The Express Menu line items and additional line items pulled from the FCC RS Means costs data are based on national average costs from the FCC RS Means reference cost data and the "Total Incl O&P" cost of a unit of work from the most recently annually updated data.

b) Other Work Items

Work not included in Express Menu is authorized so long as the line item, and combination of line items, are based upon the current Facilities Cost of Construction (FCC) applicable for the specific base or option year.

c) Buy American Act

Coefficients submitted by the Offerors will not include any exceptions to Buy American Act or Free Trade Agreements regulations. Exceptions to these requirements will be processed per the instructions for these elements in the Agreement.

d) Coefficient Standards

- i. Division 1, General Conditions, must be included in the Offerors coefficient.
- ii. Offerors shall limit coefficients to two (2) decimal places. The offeror shall propose a Base Year coefficient and an Option Year coefficient on an all or none basis.
- iii. Coefficient factors are inclusive of all project costs.
- iv. Price proposals for all task orders that include line items other than the Express Menu shall be in CSI Master Format (unit price), with individual line items organized by the 52 Division breakdown. The contractor coefficient as a bottom-line mark up to the totals of the line items.

- v. Coefficients are inclusive of the following:
  - a. Locality adjustment for each city as indicated in the Price Schedule
  - b. Materials
  - c. Labor, see incorporated Wage Determination(s)
  - d. Project superintendence by prime contractor.
  - e. Equipment
  - f. Mobilization, demobilization
  - g. General Conditions, Overhead and Profit, refer to 'Total O&P column, RS Means FCC'.
  - h. Payment and performance bonds
  - i. FICA, FUTA, SUTA costs for prime contractor employees
  - j. Transportation of materials, equipment, crew.
  
- e) Influencing Factors:
  - i. Quality, refer to incorporated IDIQ Scope of Work.
  - ii. After hours work, assume work is predominantly daytime hours
  - iii. Productivity refers to minimum self-performance by the prime contractor.
  - iv. Size of Project, refer to estimated average task order value and maximum task order value. Location of owned facilities, see price schedule.
  - v. Unpredictable factors, assume material substitutions are not allowed.
  - vi. Seasonality of work installation.
  - vii. Contractor management
  - viii. Weather conditions, assume 10% of task orders are exterior efforts.
  - ix. Collective bargaining unit variations, see Labor assumptions.
  - x. Code compliance, assume compliance to more stringent requirements when conflicts present between codes.
  - xi. Resource availability (energy, skilled labor, material)
  - xii. Owner Standards, refer to JOCC IDIQ Scope of Work.
  - xiii. Safety, refer to JOCC IDIQ Scope of Work
  - xiv. Environmental standards and compliance, refer to Whole Building Design Guide ([www.wbdg.org](http://www.wbdg.org))
  - xv. Daily site cleanup required
  
- f) Exclusions
  - i. Contingencies. Differing Site Conditions and Changes clauses will authorize equitable price adjustments after task order contract award.
  - ii. Lodging and per diem.
  
- g) Assumptions
  - i. Coefficient rates for the Express Menu reflect assemblies.
  - ii. Wage determination(s) prevail.
  - iii. Subcontractor direct and indirect costs are included in labor and materials.
  - iv. Annual bid bond, FAR 28.01 is acceptable for all task orders.
  - v. Limited site laydown availability.
  - vi. Security clearances for all personnel work on any federal site.
  - vii. Standard shipping of all materials for installation.
  - viii. Limited availability of record drawings.
  - ix. No on-site parking for facilities.
  - x. Limited parking for prime contractors, single vehicle typical, for all other sites.

- xi. Prime contractor markup allowance for contract changes for second and third tier subcontractors is limited in accordance with GSAM Equitable Adjustments clause.

h) Coefficient Definitions:

*Coefficients are ratios between a pre-established unit and price per unit and the contractor has estimated cost to perform the work. A coefficient of 1.00 is equal to 100% of the estimated costs. A coefficient of less than 1.00 represents a deduction from each unit price. A coefficient greater than 1.00 represents an increase over the established unit price. A 0.90 coefficient, 90%, a 10% savings of the industry-standard pricing. A coefficient of 1.10, 110%, adds 10% to the industry standard.*

**EXAMPLE:** The following sample calculation illustrated how Task Order pricing will be established.

	Total Project Cost (Labor, Material	
and Equipment)	\$10,000.00	Coefficient (Base Year) – Zone 1 @
90% <u>X</u>	<u>0.90</u>	
	<b>TOTAL JOB ORDER PRICE</b>	<b>\$ 9,000.00</b>

i) Submittal Requirements:

The Offeror must ensure all the requested proposal submission information is current, accurate, and complete in accordance with the requirements for this factor.

Coefficients:

- i. The price proposal, documented on the Price Schedule, is evaluated for reasonableness based upon adequate price competition and in comparison, to prices received and historical coefficient factors estimated by the Government for projects of similar complexity and magnitude for each geographic zone, major metropolitan area, and secondary cities. The price elements to be evaluated are considered an indicator of future pricing for the IDIQ task order contracts. The reasonableness of these prices indicates if an Offeror can offer competitively priced task order contracts based on all established requirements in the Agreement and Scope of Work of the IDIQ
- ii. Price reasonableness determines whether an Offerors price is too high or too low for the anticipated work effort and is applied when Certified Cost or Pricing Data is not required. Price proposals will be analyzed using one or more of the techniques defined in FAR 15.404. Normally, price reasonableness is established through adequate price competition, but may also be determined through price analysis techniques as described in FAR 15.404-1.
- iii. Offerors are strongly advised to provide clear and convincing rationale to support the proposed coefficients. In the event the rationale is not determined reasonable, the

proposal will not be considered acceptable, and the proposal would not be eligible for award, regardless of technical score

- iv. Price proposals may only be modified because of discussions and Offerors are advised that the Government intends to make awards based on initial proposals without discussions

**II.D. Joint Venture Offerors // Contractor Teaming Arrangements Requirements**

- 1) All offers submitted by joint ventures must include a copy of an executed joint venture agreement, with original signatures, which fully discloses the legal identity of each member of the joint venture, the relationship between the members, the form of ownership of each member, and any limitations on liability or authority for each member.
- 2) An authorized representative of each member of the joint venture must sign the SF1442 accompanying an offer regardless of any agency relationship established between the members.
- 3) In the case of corporations that are joint venture members, the corporation secretary must certify that the corporation is authorized to participate in the joint venture, either by certifying in the joint venture agreement, or by submitting a separate certification to the Government. The joint venture must also provide a certificate that identifies a principal representative of the joint venture with full authority to bind the joint venture.
- 4) Representations and certifications, financial information, and past performance information must be submitted for each member of the joint venture.

**II.E. Definitions**

The following definitions shall be used during evaluations of the proposals to ensure consistency among Board members when individual evaluations are being conducted.

Term	Definition
Deficiency	A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance.
Significant Weakness	A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.
Strength	Means an aspect of a proposal that appreciably decreases the risk of unsuccessful contract performance or a favorable attribute of the proposal that provides benefit and/or

	efficiency over the minimum requirements of the solicitation that represents a significant benefit to the Government.
Uncertainty	Any aspect of the proposal for which the intent of the Offeror is unclear because there may be more than one way to interpret the offer or because inconsistencies in the offer indicate that there may be an error, omission, or mistake.
Deviation	Proposal implies or specifically offers a deviation below the specified criteria. The Offeror may or may not have called the deviation to the Government's attention. A deviation is a deficiency. The proposal must conform to the solicitation requirements for award.

**II.F. Quality Rating Scale, the Technical Evaluation Rating Table**

Technical proposals will be rated using the terms as defined in this chart. Risk of unsuccessful performance is aligned to the rating and included in the definitions for each term.

<b>Technical Evaluation Rating Table</b>			
Rating	Symbol	Risk Level	Definition
Excellent	E	Very Low Risk	The proposal contains no deficiencies or weaknesses. Based on information provided, there is no doubt that the offeror demonstrates an exceptional understanding of the services required to meet or exceed most contract requirements. The highest quality of contract performance is anticipated.
Very Good	VG	Low Risk	The proposal contains no deficiencies and only a few minor weaknesses that do not require discussions. Based on the information provided, there is little doubt that the offeror demonstrates a high quality of understanding of the services required to meet or exceed some contract requirements.
Satisfactory	S	Moderate Risk	The proposal contains no deficiencies and some weaknesses. Based on the information provided, the Offeror demonstrates an understanding of the services required to meet contract requirements.

Poor	P	High Risk	The proposal contains deficiencies and significant weaknesses. Based on information provided, there is doubt that the contractor understands the services required to meet the contract requirements. Requirements/services can be met only with major changes to the proposal.
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**II.G. Risk Scale**

Each rating is assigned a risk level. The risk levels by rating are:

Excellent	An “Excellent’ rating assessed for a factor means that the proposal did not have any identified deficiencies or weaknesses. This rating indicates a Very Low Risk of unsuccessful contract performance.
Very Good	A factor evaluated as ‘Very Good’ did not have any deficiencies but could have some minor weaknesses. This rating indicates a Low Risk of unsuccessful contract performance.
Satisfactory	Factors evaluated as ‘Satisfactory’ do not have any deficiencies but do contain weaknesses. The weaknesses are more than minor or multiple minor weaknesses in the proposal are identified.
Poor	A ‘Poor’ rating indicates that a proposal had some deficiencies and significant weaknesses. This rating indicates a Very High Risk to successful performance.
Unacceptable	‘Unacceptable’ rating, proposals rated as Unacceptable for any evaluation factor, means that the proposal had deficiencies and, or gross omissions that fundamentally represent a failure to provide a reasonable, logical approach to fulfilling the Government’s requirements. This rating indicates an unacceptable level of risk to successful contract performance.

### **III. GENERAL PROVISIONS**

#### **III.A. Availability of Funds**

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

#### **III.B. Requests for Clarification or Interpretation**

The Government will attempt to answer all requests for clarifications or interpretations of the Solicitation Documents prior to the date set for receipt of offers, but do not warrant that all such requests will be answered within 15 calendar days. Prospective Offerors should make such requests not less than 15 calendar days prior to the date set for receipt of offers.

#### **III.C. Notice to Small Business Firms**

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

#### **III.D. Information Concerning the Disclosure of Solicitation Results**

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

#### **III.E. Affirmative Procurement Program**

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

#### **III.F. Notice Concerning Preparation of Proposals**

Offerors are cautioned to carefully read the entire Solicitation and the Agreement to be included in the Contract contemplated by the Solicitation in order to be fully aware of all requirements and clauses in the contemplated Contract. Verify that all blanks requiring information to be supplied in an Offer have been properly filled out, that all pricing and other numerical data is accurately calculated, and that all copies of the Offer contain the same information.

### III.G. Bond Requirements

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

### III.H. Contractor Performance Information

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

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

- 2) *CPARS Registration:* Each award requiring an evaluation must be registered in CPARS. The contractor will receive several automated emails. Within thirty days of award, the contractor will receive an e-mail that contains user account information, as well as the applicable contract and order number(s) assigned. Contractors will be granted one user account to access all evaluations.
- 3) *Contractor CPARS Training:* Contractors may sign up for CPARS training. A schedule of classes will be posted to the CPARS training site ([CPARS Training](#)) and updated as needed.
- 4) *Contractor Representative (CR) Role:* All evaluations will be sent to the Contractor Representative (CR) named on your award. The CR will be able to access CPARS to review and comment on the evaluation. If your CR is not already in the CPARS system, the contracting officer will request the name and email address of the person that will be responsible for the CR role on your award.

Once an evaluation is ready to be released the CR will receive an email alerting them the evaluation is ready for their review and comment. The email will indicate the time frame the CR has to respond to the evaluation; however, the CR may return the evaluation earlier than this date.

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

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

### III.I. Security Requirements

Offerors awarded contracts resulting from this solicitation will be expected to obtain and retain security clearances in accordance with GSAM 552.204-9 and Homeland Security Presidential Directive 12 (HSPD-12) for all personnel assigned to the contract who will be on site 6 months or longer, for the duration of the contract.

### IV. FAR/GSAR Solicitation Provisions

#### IV.A. 52.203-2 Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

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

The Government contemplates award of a Firm-Fixed-Price, Indefinite Delivery Indefinite Quantity (IDIQ) contract resulting from this solicitation.

**IV.C. FAR 52.217-8 Option to Extend Services (Nov 99).**

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 60 days.

**IV.D. FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000).**

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 five (5) years.

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

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

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

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

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

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

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

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

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
See below	6.9%

**Alaska**

**182 Anchorage, AK:**

SMSA Counties:

0380 Anchorage, AK ..... 8.7  
 AK Anchorage Division.

Non-SMSA Counties ..... 15.1

AK Aleutian Islands Division; AK Angoon Division; AK Barrow-North Slope Division; AK Bethel Division; AK Bristol Bay Borough; AK Bristol Bay Division; AK Cordova McCarthy Division; AK Fairbanks Division; AK Haines Division; AK Juneau Division; AK Kenai-Cook Inlet Division; AK Ketchikan Division; AK Kobuk Division; AK Kodiak Division; AK Kuskokwim Division; AK Matanuska- Susitna Division; AK Nome Division; AK Outer Ketchikan Division; AK Prince of Wales Division; AK Seward Division; AK Sitka Division; AK Skagway-Yakutat Division; AK Southeast Fairbanks Division; AK Upper Yukon Division; AK Valdez-Chitina-Whittier Division; AK Wade Hampton Division;<sup>12</sup> AK Wrangell-Petersburg Division; AK Yukon-Koyukuk Division.

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

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

11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

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

- i. ZONE 1 – Interior Alaska: This zone includes the interior area of the state of Alaska. This includes, but is not limited to, federal and leased facilities located in or near the cities of Fairbanks, Tok, ALCAN Land Port of Entry (LPOE), Kotzebue, and Nome, Alaska. This encompasses an area within the Interior of Alaska.
- ii. ZONE 2 – South Central Alaska: This zone includes, but is not limited to, federal and leased facilities located in or near the cities of Anchorage, Palmer, Wasilla, Seward, Soldotna, and Homer. This encompasses an area within South Central Alaska.
- iii. ZONE 3 – Southeast Alaska: This zone includes, but is not limited to, federal and leased facilities located in or near the cities Juneau, Petersburg, Ketchikan, Haines LPOE, and the Skagway LPOE. This encompasses an area within Southeast Alaska and borders Canada.

#### **IV.G. 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items.**

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

*Postconsumer material* means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall-

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer.

(End of clause)

#### IV.H. Buy American Requirements

##### **52.225-11 Buy American-Construction Materials under Trade Agreements (Nov 2021).**

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

*Caribbean Basin country construction material* means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

*Commercially available off-the-shelf (COTS) item*—

- (1) Means any item of supply (including construction material) that is—
  - (i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) [2.101](#));
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in [46 U.S.C.40102\(4\)](#), such as agricultural products and petroleum products.

*Component* means an article, material, or supply incorporated directly into a construction material.

*Construction material* means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

*Cost of components* means—

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

*Designated country* means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland,

Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

"Designated country construction material" means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

*Domestic construction material* means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if—

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

*Fastener* means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

*Foreign construction material* means a construction material other than a domestic construction material.

*Foreign iron and steel* means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

*Free Trade Agreement country construction material* means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

*Least developed country construction material* means a construction material that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

*Predominantly of iron or steel or a combination of both* means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

*Steel* means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

*United States* means the 50 States, the District of Columbia, and outlying areas.

*WTO GPA country construction material* means a construction material that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements [41 U.S.C. chapter 83](#), Buy American, by providing a preference for domestic construction material. In accordance with [41 U.S.C. 1907](#), the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See FAR [12.505\(a\)\(2\)](#)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this

acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

*[none]*

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item1			
Foreign construction material	---	---	---
Domestic construction material	---	---	---
Item1			
Foreign construction material	---	---	---
Domestic construction material	---	---	---

[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].

[ List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. ]

[ Include other applicable supporting information. ]

(End of clause)

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

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

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

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

response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

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

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

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause [52.225-11](#), the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

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

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

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

(ii) May be accepted if revised during negotiations.

(End of Provision)

#### **IV.I. Buy American Exceptions**

To determine Buy American requirements set forth in the Buy American Provision of this Solicitation, the following construction materials and components are excepted: Buy American exceptions are "None" unless changed at the Task Order level.

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

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address provided in the provision "Receipt of Offers" in Section I (General Information).

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

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

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

Federal Acquisition Regulation

NUMBER	TITLE	DATE
52.214-34	Submission of Offers in the English Language	APR 91
52.215-16	Facilities Capital Cost of Money	JUN 03
52.222-6	Construction Wage Rate Requirements	AUG 18
52.222-7	Withholding of Funds	MAY 14
52.222-8	Payrolls and Basic Records	JUL 21
52.222-9	Apprentices and Trainees	JUL 05
52.222-10	Compliance with Copeland Act Requirements	FEB 88
52.222-11	Subcontracts (Labor Standards)	MAY 14
52.222-12	Contract Termination –Debarment	MAY 14
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 14
52.222-14	Disputes Concerning Labor Standards	FEB 88
52,222-15	Certification of Eligibility	MAY 14
52.222-38	Compliance with Veterans' Employment Reporting Requirements	FEB 16
52.236-2	Differing Site Conditions	APR 84
52.236-3	Site Investigation and Conditions Affecting the Work	APR 84
52.236-27	Site Visit (Construction)	FEB 95
52.236-28	Preparation of Proposals—Construction	OCT 97

**IV.L. GSAR Clause 552.102 Incorporating Provisions and Clauses**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

NUMBER	TITLE	DATE
552.203-71	Restriction on Advertising	SEP 99
552.204-9	Personal Identity Verification Requirements	JUL 21
552.211-72	References to Specifications in Drawings	FEB 96
552.215-70	Examination of Records by GSA	JUN 16
552.215-73	Notice	JUL 16
552.228-5	Government as Additional Insured	JAN 16
552.232-77	Payment by Government Charge Card	NOV 09
552.236-6	Superintendence by Contractor	MAR 19
552.236-11	Use and Possession Prior to Completion	MAR 19
552.236-15	Schedule for Construction Contracts	MAR 19
552.236-21	Specification and Drawings for Construction	MAR 19
552.236-71	Contractor Responsibilities	MAR 19
552.236-72	Submittals	MAR 19
552.236-73	Subcontracts	APR 84
552.236-77	Government's Right to Exercise Options	MAR 19
552.243-71	Equitable Adjustments	MAR 19
552.246-72	Final Inspection and Tests	SEP 99

#### **IV.M. Additional Provisions**

##### **GSAR 552.236-74, Evaluation of Options (Mar 2019)**

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

##### **GSAR 552.252-5 Authorized Deviations in Provisions (Nov 2021)**

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

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

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

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

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

(End of provision)

##### **GSAR 552.252-6 Authorized Deviations in Clauses (Nov 2021)**

(a) *Deviations to FAR clauses.* This solicitation or contract identifies any authorized deviation to a Federal Acquisition Regulation (FAR) (48 CFR chapter 1) clause by—

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

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

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

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

(End of clause)

## **V. Additional Solicitation Provisions and Instructions**

### **V.A. 52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29 (Aug 1998).**

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

GSA Federal Supply Service  
Specifications Section, Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925  
Facsimile (202) 619-8978.

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

(End of provision)

## **VI. Method of Award**

### **VI.A. Overview**

The Government intends to make as many as three single-award IDIQ contracts in accordance with FAR 52.215-1 Instructions to Offerors, as supplemented, in the Request for Proposal.

- 1) Initial Proposal Receipt – Review for Compliance to stated requirements. The proposal includes a complete, signed SF1442 that acknowledges all amendments, if any.
  - a) SF1442
  - b) Attachment 1: Price Schedule (Supplement to SF 1442),
- 2) Proposals include all attachments as follows:
  - a) Attachment 2: GSA Form 527
  - b) Attachment 3: Offeror's Reps and Certs
  - c) Attachment 4: Past Experience Forms
  - d) Attachment 5: Past Performance Questionnaire (PPQ)
- 3) This initial proposal evaluation is reviewed in accordance with the sub factor 52.215-1 Instructions to Offerors. Incomplete proposals will be evaluated in accordance with the instructions of FAR 15.208.
- 4) Non-Price Factors, when combined, are significantly more important than Total Evaluated Price. Evaluation factors are listed in order of importance, e.g., the technical evaluation

(non-price/cost) evaluation factor 1 is most important and factor 2 is slightly less important than factor 1. The total value of Volume II (Technical Proposal, Part 1, Management Plan and Project Execution) is significantly more important than Volume IV Price.

#### **VI.B. FACTOR 1: MANAGEMENT PLAN**

The proposed approach is realistic and achievable. The proposal indicates a high degree of comprehension of the intent of the IDIQ contract and how the firm will meet the needs of the Government for the duration of the contract. The proposal demonstrates sufficient technical knowledge, staffing, and expertise, or the ability to obtain the necessary knowledge, staffing, and expertise to successfully participate in task order solicitations and manage multiple projects simultaneously.

The evaluation of this factor, inclusive of stated criteria, is made based on the definitions for each evaluation-rating category, as stated in the rating table. Proposals that are silent to individual requirement(s) will be treated as individual weaknesses or if multiple weaknesses are determined to be significant, they may be treated as deficiencies.

#### **VI.C. FACTOR 2: PROJECT EXECUTION**

The proposal must meet the minimum stated requirements for successful subcontractor management. Offerors must demonstrate sufficient capability to plan, coordinate, and execute all critical trades relevant to the GSA scope of work and which are not self-performed.

The evaluation of this factor will be made in accordance with the rating table.

#### **VI.C. FACTOR 3: PAST EXPERIENCE**

The Offeror shall submit not less than five (5) examples of projects not less than 75% complete or physically completed within the last five (5) years and shall be similar in scope, magnitude and complexity and document them using the Past Experience Form.

#### **VI.D. FACTOR 4: PAST PERFORMANCE**

The Offeror must ensure all the requested proposal submission information is current, accurate, and complete. Past Performance is evaluated using the rating table.

Past Performance evaluation(s) will be conducted in accordance with the regulatory guidelines established by FAR 15.305(a) (2) i-iv. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will receive neither a favorable or unfavorable rating.

## **VI.E. FACTOR 5: PRICE**

The Offeror must ensure all the requested proposal submission information is current, accurate, and complete in accordance with the requirements for this factor.

Coefficients:

- 1) The price proposal, documented on the Price Schedule, is evaluated for reasonableness based upon adequate price competition and in comparison, to prices received and historical coefficient factors estimated by the Government for projects of similar complexity and magnitude for each geographic zone, major metropolitan area, and secondary cities. The price elements to be evaluated are considered an indicator of future pricing for the IDIQ task order contracts. The reasonableness of these prices indicates if an Offeror can offer competitively priced task order contracts based on all established requirements in the Agreement and Scope of Work of the IDIQ.
- 2) Price reasonableness determines whether an Offeror's price is too high for the anticipated work effort. Normally, price reasonableness is established through adequate price competition, but may also be determined through price analysis techniques as described in FAR 15.404-1.
- 3) Offerors are strongly advised to provide a clear and convincing rationale to support the proposed coefficients. In the event the rationale is not determined reasonable, the proposal will not be considered acceptable, and the proposal would not be eligible for an award, regardless of the technical rating.

Price proposals may only be modified as a result of discussions and Offerors are advised that the Government intends to make an award based on initial proposals without discussions.

## **VI.F. Unbalanced Prices**

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

### **VI.G. Evaluation of Contractor Team Agreements (CTA)**

CTA proposals will be evaluated based upon the CTA as a singular entity. CTA proposals, which delegate any superintendence responsibilities below the lead firm, will be rejected as non-responsive. Proposals, which are not based upon formal contractor team agreements, will be rejected.

### **VI.H. Price Reasonableness**

The Price Proposal, documented on the Price Schedule, is evaluated for reasonableness based upon adequate price competition and in comparison, to prices received and historical coefficient factors estimated by the Government for projects of similar complexity and magnitude for each zone, major metropolitan area, and secondary cities. The price elements to be evaluated are considered an indicator of future pricing for the IDIQ task order contracts. The reasonableness of these prices indicates if an Offeror can offer competitively priced task order contracts based on all established requirements in the Agreement and Scope of Work of the IDIQ.

Price reasonableness determines whether an Offeror's price is too high for the anticipated work effort and is applied when Certified Cost or Pricing Data is not required. Price Proposals will be analyzed using one or more of the techniques defined in FAR 15.404. Normally, price reasonableness is established through adequate price competition, but may also be determined through price analysis techniques as described in FAR 15.404-1.

### **VI.I. Contract Award**

- 1) The Government intends to award three (3) Single Award, Indefinite Delivery / Indefinite Quantity (IDIQ) Job Order Construction Contracts (JOCC) resulting from this solicitation to the responsible Offerors whose proposal represents the best value to the Government.
- 2) The Government may reject any or all proposals if such action is in the Government's interest.
- 3) The Government may waive informalities and minor irregularities in proposals received.
- 4) A written award or acceptance of a proposal mailed or otherwise furnished to the successful Offeror within the time specified in the solicitation shall result in a binding contract without further action by either party.

### **VI.J. Debriefing**

- 1) Pre-award debriefings will be provided to offerors who have been excluded from the competitive range or otherwise excluded from the competition before award in accordance with FAR 15.505, 41 U.S.C. §3705. Pre-award debriefings requests may include a request to delay the debriefing until after award of the contract. If a pre-award debriefing is delayed until after award, then those debriefings will include all information normally included in a post award debriefing.

- 2) Post award debriefings are provided in accordance with FAR 15.506 who has submitted a written request for a debriefing within three business days of receiving notification of the issuance of a contract award.

A. Overview of the In-depth Feedback through Open Reporting Methods (INFORM) Process

This solicitation is part of GSA's post award communication process called INFORM. The process is designed to enhance the quality and usefulness of **post-award** communications by providing greater transparency and openness into the procurement process. INFORM seeks to increase GSA-industry communication by providing clearer and more complete information to explain the award decision.

Through the INFORM process, GSA will seek to share additional information with offerors in writing and/or through an oral feedback meeting<sup>1</sup> that is not required by statute or regulation. For Part 15 including mandatory debriefs and Part 16, and in addition to any information required by FAR 15.503 and 15.506, GSA is providing each offeror with the opportunity to participate in the INFORM process as further discussed below.

B. Detailed Description of the INFORM Process

B.1. Component 1 - Notification of Award

After award and in accordance with any post-award notification timeframes required by regulation (i.e., FAR Parts 15.503(b) and 16.505(b)(6)), the contracting officer will issue written notices to the successful and unsuccessful offerors (the Notification Letter and Evaluation Statement (NLES)). The notices will contain:

- All information required by statute or regulation;
- An unredacted copy of the complete technical evaluation for that particular offeror that includes a full description of the unsuccessful offeror's strengths, weaknesses, risks, and deficiencies;
- An overall technical evaluation summary for that particular offeror and the successful offeror that includes evaluated price; overall technical ranking, rating, or score.

B.2. Component 2 - Request for Oral Feedback Meeting or Written Questions

Within three business days after receipt of the NLES, an offeror may, but is not required to:

- submit a written request to the contracting officer for an oral feedback meeting;
- submit a list of written questions to the contracting officer; or
- take no further action.

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<sup>1</sup> The oral feedback meeting may be held in person or via an electronic means.

If the offeror timely elects to request an oral feedback meeting or submit a list of written questions, GSA will consider any such request to constitute a required debriefing pursuant to FAR 15.506. If an offeror does not request an oral feedback meeting or submit a list of written questions within the three day time period, the receipt of the NLES concludes the INFORM process and satisfies the FAR requirement for debriefs pursuant to FAR 15.506.

If the offeror submits a list of written questions in lieu of the oral feedback meeting, the contracting officer will attempt to respond within five business days of receipt of the written questions. Unless otherwise stated, the contracting officer's response to the written questions will conclude the INFORM process and any corresponding post-award debriefing as further set forth at FAR 15.506.

If the offeror requests an oral feedback meeting, the offeror should provide the following information:

- Primary point of contact;
- List of participants with titles (e.g., Senior Vice President);
- List of topics to assist GSA better prepare for the oral feedback meeting; and
- Preference for in-person, telephone, or web-based conferencing (if available).

#### B.3. Component 3 - Oral Feedback Meeting

During the oral feedback meeting, GSA's objectives are to provide:

- Reasonable responses to written questions submitted by the offeror;
- Explanations for the evaluation conclusions and contract award decisions;
- Any additional information about the fairness and impartiality of the evaluation and why the award decision was rational;
- Reasonable responses to additional questions raised during the meeting;
- Additional transparency into the underlying competition process; and,
- A greater understanding of the evaluation and award process.

GSA will not provide any information that is prohibited by law or regulation.

#### B.4. Component 4 - Post Oral Feedback Meeting Questions

Within two business days after the conclusion of the oral feedback meeting, the offeror may submit a list of written questions to the contracting officer. The contracting officer will provide a written response within five business days and, unless otherwise noted by the contracting officer, the INFORM process and any corresponding post-award debriefing as further set forth at FAR 15.506 will have concluded.

If the offeror elects not to submit a list of written questions within two days after the oral feedback meeting, the INFORM process and any corresponding post-award debriefing as further set forth at FAR 15.506 is concluded.