

Design Build Contract for Domestic Water Piping Replacement

The Solicitation Design-Build Services Contract for Domestic Water Piping Replacement.

Location: Almeric L. Christian Federal Building and U.S. Courthouse located at 3013 Estate Golden Rock, St Croix, USVI 00820

This Contract will be Full and Open Competition and the contractor will be selected under Federal Acquisition Regulation (FAR) 6.1 Source Selection procedures.

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I. General Information

I.A. The Solicitation and Contract

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

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

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

I.B. List of Solicitation Documents

The Solicitation Documents are comprised of:

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

I.C. Authorized Representatives

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

Name:	Deborah J. Malachi
Address:	Capital Construction Branch, One World Trade Center, 55 th Fl. New York, NY New York, NY 10007
Telephone:	email requests are preferable regarding the Solicitation package.
Email:	Deborah.Malachi@gsa.gov

I.D. Pre-Proposal Conference See the Information below, on the next page.

Date: Wednesday, October 26, 2022
Time: 2:30 PM – 3:30 PM
Location: The Pre-Proposal Conference will be held VIRTUALLY. Meeting invites with the agenda will be emailed to interested parties. Please email Deborah.Malachi@gsa.gov the following: Company Name, Contact Person, Phone #, Email address, and, participants who will attend on or before Monday, October 24, 2022, by 3:30 PM

I.E. Estimated Price Range

The estimated price range for the **project is between \$1,000,000 and \$5,000,000.**

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

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

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

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

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

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

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

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

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

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

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

Site visits will be conducted on Monday, October 31, 2022, by appointment only. The maximum is 4 persons per company. The point of contact to arrange a site visit is abel.sierra@gsa.gov (email requests only).

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

I.H. Receipt of Offers

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

Date: Wednesday, November 16, 2022
Address: General Services Administration/PBS, Region 2 The Government will ACCEPT ONLY via email Attn: Ms. Deborah J. Malachi, Contracting Officer Deborah.Malachi@gsa.gov
"If proposals are sent via multiple emails due to the file size, all must be received by the PROPOSAL DUE DATE and TIME indicted in the solicitation"

on the following date and at the following address.

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

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

II. Proposals

II.A. Proposal Contents

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

1. Price Proposal
2. Technical Proposal
3. Representations and Certifications
4. Standard Form 24, Bid Bond
5. Subcontracting Plan
6. GSA Form 527 – Contractor's Qualification and Financial Information

II.B. Proposal Format

Each offer shall be in two (2) parts: **Note: The email submission shall not exceed 25MB per email.**

- 1) Part I is the written Technical Proposal providing information required below **55 Pages** demonstrating technical acceptability based on the four (4) factors, listed in section II D one copy is required.

Part II is the Price Proposal and shall contain the Bid Form showing proposed prices for the base plus options, one copy is required

II.C. Price Proposal

(1) Contents

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

(2) Qualifications, Exclusions and Conditions

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

(3) Project Labor Agreement --- N/A

(4) Additional Proposal Requirements --- N/A

II.D. Technical Proposal

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

a) Evaluation Factors and Standards for Award

The following four (4) factors will be evaluated in the order listed below.

FACTOR 1: SUBCONTRACTING METHODOLOGY

FACTOR 2: TECHNICAL QUALIFICATIONS

FACTOR 3: PAST PERFORMANCE

FACTOR 4: QUALIFICATIONS OF KEY PERSONNEL

b) FACTOR 1: SUBCONTRACTING METHODOLOGY

GSA is committed to providing, to the maximum extent practicable, for socio-economic businesses to receive federal contracting opportunities. This factor is designed to ensure that this GSA commitment is brought to the attention of the prospective Offerors. This factor measures the extent to which the Offeror will perform contract requirements utilizing small business concerns. GSA's goals are identified annually to include opportunities for the following small businesses categories:

- Small Disadvantaged Business
- Women-Owned Small Business
- HUBZone Small Business
- Veteran-Owned Small Business
- Service-Disabled Veteran-Owned Small Business
- Small Business Other

All business concerns (including small businesses) shall address the extent of participation of small business concerns (SB) in the performance of this contract. The Offeror must provide its SB participation targets with its offer expressed as percentages of the total contract. To this end, Offerors shall complete the Small Business Utilization Form (**Attachment A1**).

Note: In accordance with FAR 19.702(a)(1), the apparent successful Offeror shall be required to submit an acceptable small business subcontracting plan prior to award. Subcontracting plans are not required from small business concerns. Evaluation Standards for Factor No. 1

The Government will evaluate the Offeror's small business participation targets. The Offerors response will be evaluated to determine compliance with small business concerns goals. The rating for this Factor will be expressed as Acceptable or Unacceptable. The rating system description for Factor No. 1 is different from the descriptions in other factors.

Note: Small businesses will receive full credit for this factor.

c) FACTOR 2: TECHNICAL QUALIFICATIONS

The Offeror must submit the required information on the Experience Summary Table (Attachment A2) as well as Project Fact Sheets (Attachment A3) for three (3) projects. At a minimum, one (1) project must have a minimum construction cost of five hundred thousand dollars, \$500,000.00. All must have been successfully and substantially completed within the past ten (10) years. The Offeror must have served as the Prime General Contractor (GC) or Construction Manager as Constructor (CMC) on the submitted projects. Demonstrated experience on

similar projects will lead to a higher rating for this Factor. A project will be considered similar based on independent judgment and consensus judgment of the Source Selection Evaluation Board (SSEB members that the project has enough characteristics in common with the subject project that it can be determined as relevant experience. Projects determined to be not relevant or only partially relevant will receive no or lesser weight, resulting in a lower rating for this Factor.

Similar projects are described as:

- Construction of potable water piping replacement work for office buildings, courthouses, or acceptable institutional buildings*
- Construction for Interior Repairs within an occupied and operational multi-story building, and multi-phase project.

*Acceptable institutional buildings are buildings built for schools, colleges, hospitals, laboratories, and airports. Warehouses and industrial buildings will not be considered similar projects.

A single project identical in all aspects to this project may not exist, and therefore the Government will consider the combination of experience demonstrated by the three (3) submitted projects. The combination of experience should include all of the key elements of relevant experience identified to receive a higher rating for this Factor. Significantly more weight will be given to individual design-build projects meeting all of the key elements. A higher score will be given to offerors demonstrating experience on multiple projects over the \$500,000.00 minimum. Minimal or negligible relevant experience in one or more key elements may result in a lower rating for this Factor.

Having relevant construction experience helps demonstrate the capability to perform the Work required under this Contract. In assessing the experience level and assigning a rating for this Factor, the Government will consider the similarity of the experience to the Work required under this Contract, including scope, complexity, and magnitude.

Complexity includes schedule constraints, management, and administrative requirements, security requirements, applicable design criteria, coordination requirements, local conditions, as well as technical complexity.

Offerors shall complete all blocks on each form. The Government may interpret a lack of response in any field as a non-responsive proposal, or the uncertainty and the associated risk may result in a lower rating for this Factor. The burden of providing complete and accurate information lies with the Offeror; however, this does not preclude the Government from obtaining information from any other source.

Limit each Project Fact Sheet, **Attachment A3**, to no more than three (3) 8 ½ x 11 pages. Each page shall be one-sided, single-spaced, with a minimum 11-point Times New Roman font. If the information submitted exceeds the page limitations, only the first three (3) pages will be evaluated.

Note for Joint-Venture Offerors: If relying on past experience and performance of the individual firms, at least one (1) project must be presented for each Joint-Venture partner. Greater weight will be given to projects that demonstrate prior teaming of the Joint-Venture partners.

d) FACTOR 3: PAST PERFORMANCE

The purpose of this Factor is to review the Offerors record of past performance on relevant construction projects.

The Offeror shall submit Past Performance Questionnaires (PPQs) included in the Solicitation (**Attachment A5**), completed by the applicable client, for each project included in its proposal for FACTOR 1: Technical Qualifications. Completed PPQs should be submitted with the proposal.

Ensure correct phone numbers and email addresses are provided for the client's point of contact. Offerors should follow up with clients/references to ensure timely submittal of questionnaires. If the Offeror is unable to obtain a completed PPQ from a client for a project before the proposed closing date, the Offeror shall complete the first page of the PPQ as well as the Client Point of Contact Information and shall submit it with a statement of what attempt was made by the Offeror (e.g., Sent to Mr. Smith by email on 06/15/201). If the client requests, the client may submit a questionnaire directly to the Government's

Contracting Officer before the proposed closing date. Offerors may resubmit questionnaires previously submitted with other proposals or may obtain an updated/new PPQ from a client for any submission. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other R.F.P.s.

You may also include performance recognition documents received within the last six (6) years, such as awards, award fee determinations, 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 Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting System (CPARS), using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offerors proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System

(eSRS), previously submitted PPQ information, and any other known sources not provided by the Offeror.

While the Government may elect to consider data from a variety of sources, the burden of providing detailed, current, accurate, and complete past performance information rests with the Offeror. G.S.A. will not maintain a database of completed PPQs submitted by Offerors.

e) FACTOR 4: QUALIFICATIONS OF KEY PERSONNEL

This Factor assesses the qualifications of the proposed key personnel in terms of their academic/professional qualifications and their related work experience. The individuals presented must be the individuals who will be assigned to the project.

The Offeror shall submit resumes for each of the key personnel proposed for this project for the positions identified below. Resumes shall include all pertinent information that exhibits the qualifications of the proposed personnel. Resumes for each individual shall summarize the qualifications, professional designation, experience, education, skills, and professional background information. Resumes must list the key personnel roles/responsibilities for the projects listed. An example resume format is provided as

Attachment A4. Submit resumes for the following positions:

- Project Manager
- Project Coordinator (Construction Superintendent)

Expected Qualifications for Key Personnel:

- Project Manager:

The Project Manager for this Contract shall have a college degree (bachelor) in an Architecture, Engineering, or Construction discipline. The Project Manager should have at least ten (10) years of construction project management experience managing projects relevant to this Contract.

- Project Coordinator (Construction Superintendent): The Project
The coordinator shall have a minimum of ten (10) years of construction experience as a superintendent on projects of similar scope and size. The Project
The coordinator should have experience with project management information.

(5) Small Business Utilization

(a) GSA is committed to supporting the Small Business Program. These commitments extend to Historically Underutilized Business Zones (HUBZone), Small Business (SB), Small Disadvantage Business (SDB), Women-Owned Small Business (WOSB), Veteran-Owner Small Business (VOSB), and Service-Disabled Veteran-Owned Small Business (SDVOSB). Large businesses will be required to submit a subcontracting plan for this evaluation sub-

factor. This subcontracting plan only applies to work performed in the United States and its possessions.

(b) GSA has established a national subcontracting goal of at least 20% of the subcontracted effort to small businesses. Of the total subcontracted effort, GSA has established national subcontracting goals of at least 3% to HUBZone firms, 5% to SDB firms, 5% to WOSB firms, and 3% to SDVOSB firms.

(c) FAR 52.219-8, Utilization of Small Business Concerns states in part; "The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance." If the Offeror does not intend to subcontract, provide a detailed explanation of why subcontracting would not result in efficient contract performance.

SUBFACTOR – PAST PERFORMANCE IN UTILIZING THE SMALL BUSINESS PROGRAM

Provide information on any awards you received within the past three years for outstanding support to HUBZone, SB, SDB, WOSB, VOSB, or SDVOSB firms. Include the total dollar value and the dollar value percentage of work (of total contract value) subcontracted to LB, HUBZone, SB, SDB, WOSB, VOSB, or SDVOSB firms for each contract referenced in this proposal. If subcontracting was not used on submitted contracts, provide an explanation as to why for each category.

SUBFACTOR–PARTICIPATION OF SMALL BUSINESSES IN THE PERFORMANCE OF THIS CONTRACT

(A) Solicitation Submittal Requirements: Identify, in terms of dollar value and percentage of total proposed price, the extent of work you will perform as the prime contractor in your proposed Subcontracting Plan. Identify, in terms of dollar value and percentage of total proposed price, the extent of work you will perform as the prime contractor. State the extent of work, including type and percentages, you plan to subcontract to LB, HUBZone, SB, SDB, WOSB, VOSB, SDVOSB firms, and if applicable, HBCU/MI. Small business Offerors should not submit subcontracting plans.

II.E. Other Information to Submit with Proposal

(1) Representations and Certifications

Offerors are reminded their SAM registration status must be "Active", at the time their offer is submitted, to be considered for award (see 52.204-7). Offerors submitting a proposal in response to this Solicitation shall complete electronic Annual Representations and Certifications in conjunction with required Entity registration in System for Award Management (SAM), accessed via [System for Award Management](#). Offerors shall also submit with their proposal, the Annual Representations and Certifications (FAR 52.204-8), using the attached Offeror's Representations and Certifications (C301-SAT).

(2) Qualifications of Offerors

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

(3) Proprietary Information Agreement(s)---N/A

II.F. Requirements of Joint Venture Offerors/

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

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

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

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

III. General Provisions

III.A. Availability of Funds

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

III.B. Requests for Clarification or Interpretation

The Government will attempt to answer all requests for clarifications or interpretations of the Solicitation Documents prior to the date set for receipt of offers, but do not warrant that all such requests will be answered within **07 calendar days**. Prospective Offerors should make such requests not less than **07 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 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 the Contractor Representative (CR) named on your award. The CR will be able to access CPARS to review and comment on the evaluation. If your CR is not already in the CPARS system, the contracting officer will request the name and email address of the person that will be responsible for the CR role on your award.

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

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

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

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

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

III.J. INFORM 2.0—N/A

IV. FAR/GSAR Solicitation Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(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
N/A	6.9 %N/A

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: **USVI, Golden Rock, St Croix, USVI 00820**

IV.F. Buy American Requirements

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

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

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of Provision)

IV.G. Buy American Exceptions

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

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

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

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

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

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

[Federal Acquisition Regulation](#)

NUMBER	TITLE	DATE
52.214-34	Submission of Offers in the English Language	APR 91
52.215-16	Facilities Capital Cost of Money	JUN 03
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 14
52.236-28	Preparation of Proposals - Construction	OCT 97

IV.J. GSAR Clause 552.102 Incorporating Provisions and Clauses

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

IV.K. Small Business Subcontracting Plan

A Small Business Subcontracting Plan, as required under FAR 52.219-9, **is required** to be submitted with offers. **For Large Businesses only.**

IV.L. Project Labor Agreement (PLA) ---N/A

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

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

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

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

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

(1) Bind the offeror and all subcontractors engaged in construction on the construction project to comply with the project labor agreement;

(2) Allow the offeror and all subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;

(3) Contain guarantees against strikes, lockouts, and similar job disruptions;

(4) Set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the term of the project labor agreement;

(5) Provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health; and

- (6) Fully conform to all statutes, regulations, Executive orders, and agency requirements.
 - (d) Any project labor agreement reached pursuant to this provision does not change the terms of this contract or provide for any price adjustment by the Government.
 - (e) The apparent successful offeror shall submit to the Contracting Officer a copy of the project labor agreement prior to contract award.
- (3) The requirements of 52.222-33 Alt I are supplemented as follows:
- (a) The project labor agreement reached pursuant to FAR 52.222-33 Alt I shall supersede the terms of any other collective bargaining agreement that conflict with the terms of such project labor agreement.
 - (b) Within 30 days following receipt of written notification to the apparent successful offeror by the Contracting Officer, the apparent successful offeror shall furnish the Contracting Officer with a copy of an executed project labor agreement that meets the requirements of this Section. If, for any reason, the apparent successful offeror fails to furnish such project labor agreement within the time stated above, the Government may, in its sole discretion, eliminate the proposal from consideration and select the next apparent successful offeror.

IV.M. Requiring Certified Cost or Pricing Data N/A

IV.N. Additional Provisions

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

- (a) 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)

(ii) GSAR Clause 552.236-77, Government's Right to Exercise Options (Mar 2019)

- (a) The Government may exercise any option in writing in accordance with the terms and conditions of the contract within **60 days** *the period of time within which the Contracting Officer may exercise the option*. Unless otherwise specified, options may be exercised within **60 days** of contract award.
- (b) If the Government exercises the option, the contract shall be considered to include this option clause. End of clause)

V. Instructions and Clauses

V.A. FAR 52.215-1 Instructions to Offerors – Competitive Acquisition (Jan 2017)

- (a) Definitions. As used in this provision.
“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

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

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

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

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

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

(i) The solicitation number;

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

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

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

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and.

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

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

(3) It is the only proposal received.

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

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at [52.215-5](#), Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

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

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

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

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

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

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

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall.

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

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

V.B. Security Requirements

All contractors shall be in compliance with Homeland Security Presidential Directive (HSPD-12). See Design-Build for Domestic Water Piping Repairs Statement of Work.

V.C. Additional Clauses---- N/A

VI. Method of Award

VI.A. Evaluation of Offers

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

Factor 1: Subcontracting Methodology

Factor 2: Technical Qualifications

Factor 3: Past Performance

Factor 4: Qualifications of Key Personnel

(2) Non-Price Factors, when combined, are equal in importance to Total Evaluated Price.

(3) The source selection evaluation approach for this procurement will be the best value using the tradeoff process.

VI.B. Determination of Responsibility

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

VI.C. Price Reasonableness

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

VI.C. Price Analysis and Price Realism Analysis

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

(2) In addition, the Contracting Officer will use Price Realism Analysis in conjunction with the evaluation of the offeror's (fill in the appropriate non-price factor) to measure an Offeror's understanding of the requirements and to assess the risk inherent in an Offeror's proposal. Accordingly, Offerors are advised that a business decision to submit significantly low pricing will be considered as reflecting on their understanding or the risk associated with their proposals. Price Realism Analysis will **not** be used for the purpose of determining the probable cost to the Government.

VI.D. Unbalanced Prices

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

VI.E. Total Evaluated Price

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

Total Contract Price (Base+ All Options)

VI.F. Non-Price Factors

Factor 2: Technical Qualifications

Factor 3: Past Performance

Factor 4: Qualifications of Key Personnel

(1) Past Performance

(a) Past performance will be evaluated as a predictor of the Offeror's compliance with contract requirements and overall quality of performance.

(b) Past performance will be evaluated on the basis of information received by the Contracting Officer concerning the Offeror's performance on other contracts, including information not submitted by the Offeror. If the Contracting Officer becomes aware of required past performance information omitted from the Offeror's proposal, the Contracting Officer may draw a negative inference from the omission of such information.

(c) This factor will be evaluated based upon the written responses to the RFP by the Offeror and by the evaluation of responses of references recommended by the Offeror. The Government also reserves the right to use other government data available in its assessment of the offeror. The quality of the offeror's past performance in carrying out the work of a comparable nature with reference to such aspects as quality of services rendered, control of exigencies (changes and claims), budget control, timeliness, business integrity and technical success are part of the consideration. The effectiveness of the offeror's management of the administrative aspects of performance, their willingness to cooperate with or assist with routine matters and unexpected difficulties will also be evaluated. In accordance with FAR 15.306, the offeror will be given the opportunity to respond to adverse past performance information.

(2) Experience

(a) Experience will be evaluated as an indicator of the Offeror's capacity to perform the Contract contemplated by this Solicitation.

(b) Experience will be evaluated on the basis of information submitted by the Offeror indicating completion of projects of similar size, complexity, and scope. If the Offeror materially misrepresents information relating to its experience, the Contracting Officer may reject the proposal.

(3) Technical and Management Approach

(a) Technical and Management Approach will be evaluated as an indicator of the Offeror's understanding of the project requirements.

(b) Technical and Management Approach will be evaluated on the basis of the information submitted by the Offeror indicating understanding of the schedule, performance criteria including LEEDS certification and budget constraints. The Offeror's understanding of the risks associated with this type of project including availability of resources to perform the work.

(c) The Quality Control Plan must demonstrate a commitment to quality design and construction and procedures for mitigating problems due to design omissions and errors. The Offeror must also have a logical, full coordinated and concise Management Plan and Schedule. If the Offeror materially misrepresents information relating to its experience, the Contracting Officer may reject the proposal.

(4) Specialized Experience and Technical Competence

(a) Specialized experience and technical competence will be evaluated to ensure the Design Team has the proper technical experience to design a quality project. The Lead Designer's experience and past performance are also considered. The Design team must be comprised of all professional registered as required and demonstrate their expertise in providing a complete design within the requirements of the PBS P100.

(5) Small Business Utilization

(a) Large Business firms will be evaluated against the stated goals with more credit given to firms that exceed these goals.

(b) The standard has been met when the Offeror demonstrates satisfactory past performance in utilizing HUBZone, SB, SDB, WOSB, VOSB, and SDVOSB firms.

An example of satisfactory performance is that the Offeror has subcontracted with HUBZone, SB, SDB, WOSB, VOSB, and SDVOSB firms. Contract performance by the small business prime contractor equates to the prime subcontracting to any combination of categories of small businesses. If subcontracting is proposed, the Offeror proposes positive efforts and commitments to subcontract with HUBZone, SB, SDB, WOSB, VOSB, and SDVOSB firms. While the majority of the subcontracted effort is with other SB firms, there may be minimal subcontracting with LB firms. The proposal may have some minor weaknesses. Or if applicable, the Offeror provides a fully substantiated explanation as to why it will not subcontract to HUBZone, SB, SDB, WOSB, VOSB, and SDVOSB firms.

(6) Project Labor Agreement – N/A

Offeror will receive full credit if proposing the use of a PLA

VI.G. Evaluation of Joint Venture Offerors

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