

REQUEST FOR PROPOSAL (RFP) INSTRUCTIONS TO OFFERORS

The following requirements must be adhered to for the Offeror's submission of Proposals to Fermi Research Alliance (FRA) in support of this specific requirement:

1. **INQUIRIES AND QUESTIONS:**

Direct **all** price/contractual and technical questions that you may have concerning this RFP in writing by e-mail to the attention of:

Fermi Research Alliance, LLC
Attention: Grace Gomez
Procurement Specialist I
Phone: (630) 840-2864
Email: ggomez@fnal.gov

The person designated above shall be the **only** contact for all inquiries regarding any aspect of this Request for Proposal (RFP) and its requirements.

Responses to written questions, which involve an interpretation or change to this RFP, will be issued in writing by an Addendum and issued to all parties recorded by FRA as having received a copy of the RFP. All such addenda issued by FRA Procurement prior to the time that proposals are received shall be considered part of the RFP.

Companies receiving this proposal other than directly from FRA Procurement are responsible for notifying the Contact for RFP Inquiries that they are in receipt of a proposal package, and for providing a name, address and e-mail in the event an addendum is issued.

Only additional information provided by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

2. **ADDENDUM:**

FRA reserves the right to issue an addendum to the RFP at any time prior to the due date, for any reason.

3. **RELEASE OF CLAIMS, LIABILITY AND PREPARATION EXPENSES:**

Under no circumstances shall FRA be responsible for any proposal preparation expenses, submission costs, or any other expenses, costs or damages, of whatever nature incurred as a result of Offeror's participation in this RFP process. Offeror understands and agrees that it submits its proposal at its own risk and expense and releases FRA from any claim for damages or other liability arising out of the RFP and awards process.

4. **NOTICE OF BUY AMERICAN ACT REQUIREMENT- CONSTRUCTION MATERIALS**

Attention is directed to the clause in the PUR-466 entitled "52.225-9 Buy American," and to the Buy American Act provisions in clause 17 of

the FRA General Terms and Conditions for Construction Subcontracts (06/22). Under those clauses, construction material utilized under any subcontract resulting from this solicitation must be "domestic construction material," as that term is defined in the aforementioned clause in the FRA Terms and Conditions. Any offeror seeking an exception to this requirement must submit with its offer the supporting information described in the subsections entitled "Request for Determination of Inapplicability of the Buy American Act" and "Data" of that clause.

5. **BID GUARANTEE**

- a. Failure to furnish a bid guarantee in the proper form and amount, by the time set for due date of the offers, may be cause for rejection of the offer.
- b. The Offeror shall furnish a bid guarantee in the form of a firm commitment, such as a bond, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. FRA will return bid guarantees, other than bonds, (1) to unsuccessful Offerors as soon as practicable after the opening of offers, and (2) to the successful Offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required.
- c. If the successful Offeror, upon acceptance of its offer by FRA within the period specified for acceptance, fails to execute all contractual documents or give a bond(s) as required by the solicitation within the time specified, FRA may execute upon the bid guarantee, or terminate for default the subcontract, if the subcontract has been executed.
- d. Unless otherwise specified in the solicitation, the Offeror must allow 90 days for acceptance.
- e. In the event the bid guarantee is exercised, or subcontract is terminated for default, the Offeror is liable for any cost of acquiring the work that exceeds the amount of its offer and the guarantee is available to offset the difference.

6. **WAGE DETERMINATION**

The wage rates set forth are the minimum rates which may be paid to the classification of laborers and mechanics designated therein pursuant to the Davis-Bacon Act (Act of March 3, 1931) as amended; 40 U.S.C. 276 *et seq.*). FRA does not represent that said minimum rates do now, nor that they will at any time in the future, prevail in the locality of the work for such laborers or mechanics; nor that such laborers or mechanics are or will be obtainable at said rates for work under this subcontract; nor that said rates represent the most recent wage determination by the Secretary of Labor with respect to such classifications of laborers or mechanics in the locality of work.

7. **SUBMISSION OF OFFERS**

- a. The Offeror shall submit the following as its offer:
 - (i) A completed Exhibit II, Request for Proposal and Pricing Proposal form
 - (ii) A completed Exhibit III, Proposal Certifications (PUR-466)
 - (iii) A completed Exhibit III, Subcontractors Annual Reps Certs (SARC)

(iv) Bid Bond

- b. Offers and modifications thereof shall be submitted electronically as specified in the solicitation. Unless called for, alternate offers will not be accepted.
- c. Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to FRA and (2) returned at the sender's request and expense, unless they are destroyed during preaward testing.
- d. This solicitation does not commit FRA or the United States Government to pay for any costs incurred in the preparation or submission of any offer or to procure or contract for any supplies or services.

8. **LATE SUBMISSION:**

Proposals received by FRA after the Submittal Date and Time indicated **WILL NOT** be considered. The Respondent assumes the risk of the method of dispatch chosen.

9. **OFFEROR'S PROPOSAL – SIGNATURE AND CERTIFICATION FORM (SARC):**

Have the Offeror's Proposal Signature and Certification Form signed by an authorized representative of your company. Include this signed document with the proposal.

10. **EXCEPTIONS:**

FRA warns offerors that taking exceptions to any term or condition of this RFP (including submitting any alternate proposals that requires relaxation of a requirement) may make an offer unacceptable, and the offeror ineligible for award, unless the RFP expressly authorizes such an exception with regard to that specific term or condition. If exceptions are taken, Offerors shall respond to Exhibit A through Exhibit I, excluding the Attachments and Appendixes, by explicitly taking exceptions to specific provisions. The reason for any exception(s) shall be clearly stated in the Offeror's proposal. Substantive exceptions may cause an offer to not be accepted.

11. **AUTHORIZED NEGOTIATORS:**

The Offeror shall provide a list of persons authorized to negotiate on its behalf with FRA in connection with this request for proposal (list names, titles, and telephone numbers of the authorized negotiators).

12. **ERRORS IN PROPOSALS:**

FRA shall not be liable for any errors in the Offeror's proposal. Except during negotiations initiated by FRA, no modifications to proposal shall be accepted from the Offeror after the Submittal Date. Offeror is responsible for careful review of its entire proposal to ensure that all information, including pricing, is correct and complete. Offerors are liable for all errors or omissions contained in their proposals.

13. **RESPONSIBLE PROPOSERS (OFFERORS):**

FRA reserves the right to award Subcontracts only to responsible proposers. Responsible proposers are defined as companies that demonstrate the financial ability, resources, skills, capability, willingness, and business integrity necessary to perform the Subcontract. FRA determination of whether an Offeror is a responsible proposer is at FRA's sole discretion.

14. ISSUANCE OF RFP AND AWARD PROCESS:

After the opening of the proposals, an award may be made on the basis of the Proposals initially submitted, without discussion, clarification or modification or on the basis of negotiation with any or all of the Offerors. Therefore, the Offerors should make sure their Proposals contain the best offer to FRA.

15. PROPOSAL EVALUATION:

A subcontract will be awarded to that responsible offeror whose proposal represents the best value after evaluation in accordance with the factors in this solicitation.

This is a best value source selection. Award shall be made to contractors who are deemed responsible; whose proposal conforms to the solicitation's requirements and is judged to represent best value to FRA. The best value will be determined by the Lowest Priced Technically Acceptable Proposal. FRA intends to award without discussions. Each contractor shall be evaluated relative to the following factors.

- Price Criteria – Total price of the base
- Technical Criteria - FRA will evaluate each proposal to ensure that it meets the minimum and technical requirements stated in the solicitation, and will use the following technical criteria are to be submitted in order to be deemed technically acceptable:
 - Submittal of completed and signed SARC Subcontractors Annual Reqs Certs
 - Submittal of completed and signed PUR-466 Proposal Certifications
 - Submittal of Bid Bond/Guarantee if over 25K.
 - Technical Criteria that is referenced in the SOW

16. SUBCONTRACT AWARD

Issuance of the RFP does not compel FRA to make an award. FRA reserves the right to accept or reject all proposals if that is determined to be in its best interest. A decision may be made without discussion; and hence, your proposal should be submitted initially on the most favorable terms. Proposed award is based on a continuing program requirement and the issuance of obligation authority from the Procurement Department of the Laboratory. Any subsequent award issued by FRA shall be constituted in writing from authorized representatives of the Procurement Department.

No other representatives of FRA are authorized to issue contracts or agreements or bind FRA to any form of agreement or understanding. The authorized Procurement Department official is the only individual who can legally commit FRA to the expenditure of funds in connection with this proposed procurement.

17. PROJECTED AWARD DATE

For information purposes, FRA expects to make an award on or about **April 15, 2023**

18. SUBCONTRACTING:

Unless otherwise specified, the successful Offeror shall be responsible for performance of any subcontractors that perform work under this subcontract.

Use of subcontractors in the performance of the contract is subject to FRA consent. The awarded vendor must ensure that any subcontractors abide by all terms and conditions of the contract.

19. NOTIFICATION OF AWARD:

If FRA awards a Subcontract as a result of this RFP process, FRA will deliver to the selected Offeror a notice of award.

The resulting Subcontract shall consist of:

- a. The terms, conditions, specifications and requirements of this RFP and its attachments.
- b. Any addenda issued by FRA pursuant to this RFP,
- c. All representations (including but not limited to, representations as to price, specifications, performance, and financial terms (made by the Offeror in its proposal),
- d. Any mutually agreed upon written modifications to the terms, conditions, specifications, and requirements to this RFP or to the proposal.

After a notification of award has been sent to the selected Offeror, letters will be sent to all Offerors notifying them of the outcome of the RFP process.

20. FRA SUBCONTRACT

The successful Offeror will be required to execute a FRA Subcontract attached to this solicitation with its applicable Exhibits.

21. PAYMENT AND PERFORMANCE BONDS

- a. The successful Offeror will be required to furnish a Performance Bond on FRA's form (sample attached to this solicitation) in 100 percent of the subcontract price, and Payment Bond on FRA's form (sample attached to this solicitation) in an amount consistent with the terms and conditions of the FRA Subcontract.
- b. Performance and Payment Bonds must be furnished within ten (10) calendar days after effective date of subcontract. FRA will furnish to the Subcontractor at no cost the necessary forms for Performance and Payment Bonds. A Notice to Proceed will not be issued until such bonds have been received by FRA. All costs incidental to obtaining bonds must be included in the proposal price.

- c. If the successful Offeror fails to furnish such Performance and Payment Bonds within ten (10) calendar days after effective date of the subcontract, its subcontract may be terminated for default. Your attention is directed to the "Bonds and Insurance" clause of the Terms and Conditions attached to the FRA Subcontract.

22. **AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION**

Attention is directed to that clause of the FRA Subcontract, which is entitled as above. Particular attention is directed to the statement therein that this clause shall be physically included in all sub-subcontracts for construction trades at any tier, including the goals for women and minority participation.

23. **PRIORITIES AND ALLOCATIONS – DOMESTIC ENERGY SUPPLIES**

A program or project under this subcontract may be determined to be eligible for priorities and allocations support as provided for by Section 101 (c) of the Defense Production Act of 1950, as amended by the Energy Policy and Conservation Act (Pub. L. 94-163, 42 U.S.C. 6201 et seq.) if it is determined that its purpose is to maximize domestic energy supplies. Eligibility is dependent on an executive decision on a case-by-case basis with the decision being jointly made by the Departments of Energy and Commerce. DOE regulations regarding material allocation and priority performance under contracts or orders to maximize domestic energy supplies can be found at Part 216 of Title 10 of the Code of Federal Regulations (10 CFR Part 216). Additional guidance is provided by DOE Publication MA-0192, "Priorities and Allocations Support for Energy: Keeping Energy Programs on Schedule," dated August 1985, as it may from time to time be revised. Copies may be obtained by written requests to: Department of Energy, Office of Scientific and Technical Information (OSTI), Post Office Box 62, Oak Ridge, Tennessee 37830.

24. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATION**

- a. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- b. Offerors shall acknowledge receipt of any amendment to this solicitation by-
 - (1) Signing and returning the amendment,
 - (2) Identifying the amendment number and date in the space provided for this purpose in the SARC,
 - (3) Email.

FRA must receive the acknowledgement by the time mid at the place specified for receipt of offers.

25. SITE VISIT

A site visit is scheduled for **Tuesday March 21, 2023, at 10:00 A.M. CT**. Visitors should meet at Wilson Hall ground floor west side of the building at the designated time. Each Offeror is considered a business visitor and is required to fill out an **Access Request form no later than Wednesday March 15, 2023**. You can register at:

https://fermi.servicenowservices.com/expert_shell.do?sysparm_sys_id=63f9f6a8dbd148104e65ff621f961975

Upon request approval, the business visitor will receive an email with a QR code, which you must present at the security gate. If the individual has not submitted the request, the business visitor will be denied entry. Note that onsite access will be dependent on citizenship status. If you are a Foreign National, access may be delayed or denied.

If you have a current Fermilab badge, you are not required to fill out the Access Request form.

26. LAST DAY FOR QUESTIONS

All questions must be submitted in writing to ggomez@fnal.gov no later than **Friday March 24, 2023**.