

**Construction Contract for:**

**Multiple Award Indefinite Delivery Indefinite Quantity Term Contract  
for General Construction Services in Norfolk and Richmond, VA Areas**

**The Solicitation**

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## **Notice of Equal Employment Opportunity (EEO) Compliance Plan**

GSA has partnered with the Department of Labor to ensure compliance with equal employment opportunity requirements that apply to this project. An EEO Compliance Plan is required after the award.

### **I. GENERAL INFORMATION**

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

(1) This Solicitation is set-aside for Total Small Businesses with one (1) reserved contract for HUBZone in accordance with FAR 19. This Solicitation sets forth requirements for proposals for a Contract to construct the Project described in the attached Agreement. 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) Bid Sheet including GSA Express Menu of Services;
- (5) 2019 Facilities Construction Cost with RSMeans Data (by reference); and
- (6) Other Forms Required For Submission with Proposals.

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

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

Jim Eckhardt, Contracting Officer  
100 S. Independence Mall West  
Philadelphia, PA 19106  
Telephone: (267) 216-8367  
Email: [James.Eckhardt@gsa.gov](mailto:James.Eckhardt@gsa.gov)

#### **I.D. Pre-Proposal Conference: [N/A]**

**I.E. Estimated Price Range**

The Maximum Ordering Limit (MOL) is \$6,000,000 for the base and all option periods for all awardees. The task ordering limits are \$2,500.00 to \$500,000.00, but the government may exceed this value if it determines it in its best interest. However, the MOL shall not be exceeded.

The typical size of task orders order against this Multiple Award IDIQ will range from \$100,000.00 to \$300,000.00.

The guaranteed minimum for this IDIQ contract shall be \$2,500.00.

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

**A BID GAURANTEE IS NOT REQUIRED AS PART OF THE PROPOSAL**

**IAW WITH FAR 28.102 PERFORMANCE AND PAYMENT BONDS ARE NOT REQUIRED FOR THE IDIQ CONTRACT, THEREFORE A BID GUARANTEE IS NOT REQUIRED**

**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 on a task order basis.

**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 EST on the following date and at the following address.

Date: Monday, 30 December 2019
Address (CO): <a href="mailto:Jim.Eckhardt@gsa.gov">Jim.Eckhardt@gsa.gov</a>
Address (CS): <a href="mailto:Shannon.Harris@gsa.gov">Shannon.Harris@gsa.gov</a>

(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) GSA Form 527 – Contractor’s Qualification and Financial Information
- (5) Other Documents as Required

**II.B. Proposal Format**

- (1) In accordance with FAR 52.215-1(c)(1), all proposals and modifications to the proposals shall be submitted electronically via electronic mail (email) to [James.Eckhardt@gsa.gov](mailto:James.Eckhardt@gsa.gov) and [Shannon.Harris@gsa.gov](mailto:Shannon.Harris@gsa.gov). The Offeror shall submit their proposal in Acrobat Adobe® (.pdf) format with a total file size of less than 10MB. Failure to meet this requirement will result in a rejection of the Offeror’s proposal. It is recommended the Offeror submit their proposal to the aforementioned emails with a read receipt request.
- (2) The Request for Proposal (“RFP”) Package shall consist of two (2) volumes (separate files). Files shall not contain classified data. The use of hyperlinks in proposals is prohibited.

The Volumes are: Volume I – Technical Proposal and Volume II – Price.

a. Volume I – Technical Proposal (20 Page Limitation)

Attachment labeled: (Contractor Name) Volume I – Technical Norfolk & Richmond VA IDIQ

The Offeror shall clearly state their size standard and all socioeconomic concerns they represent in their technical proposal:

- Experience – TAB 1
- Management Approach – TAB 2
- Past Performance – TAB 3

Notwithstanding any other statement within the solicitation, there is a 20 page limitation on the Technical Proposal (Vol I) requested under the solicitation.

**NOTE:** Pages that exceed the required page limitations will not be evaluated. Additional pages over the maximum allowed will be removed or not read and will not be evaluated by the Government. All pages (including table of contents, cover pages, etc.) will be counted except for Past Performance Questionnaires submitted in response to Factor #3: “Past Performance.”

b. Volume II – Price Proposal

Attachment labeled: (Contractor Name) Volume II – Price Norfolk & Richmond VA IDIQ. This volume should include:

- i. Signed Standard Form 1442 and all amendments acknowledged
- ii. Bid Sheet including GSA Express Menu of Services
- iii. Representations and Certifications (C301)
- iv. Completed Form 527: Contractor’s Qualifications and Financial Information
- v. Copy of HUBZone Program Certification (if applicable)
- vi. Teaming Arrangement/Joint Venture Agreement (if applicable)

- (3) Format. The submission shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date, and RFP number in the header and/or footer.

- (4) The proposal should clearly demonstrate that the Offeror has a thorough understanding of the project. Statements made by the Offeror that he/she understands, can or will meet the solicitation requirements or paraphrasing the solicitation or parts thereof will be considered inadequate. Phrases such as "Standard procedures will be employed" or "well known techniques will be used" will also be considered inadequate. Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of each proposal. Proprietary information shall be clearly marked. Submission of marketing brochures is not acceptable unless provided as supplementary information only.

## II.C. Technical Proposal

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

### 1. Experience (TAB 1)

This criterion will be used to measure the breadth, depth, and relevance of an Offeror's prior experience in performing projects similar in size, scope, and complexity to the one described in this solicitation. Please provide no more than five (5) recent and relevant projects. Only the first five projects will be evaluated. **Offerors are encouraged to utilize the Project Experience Information Worksheet which is attached to the solicitation.**

Relevant projects would be projects with some or all of the following characteristics:

- General construction experience or work that is similar to the scope of the solicitation;
- Single or Multiple Award IDIQ/JOC Contracts valued no less than \$2,000,000.00. If a proposed contract is not in a similar range of this requirement, it may be considered less relevant;
- Construction/Renovation and Alteration projects performed in Commercial and Institutional building, Proposed project experience should be in similar nature and complexity of this requirement;
- Design/Build projects performed in Commercial and Institutional buildings
- Projects performed in the contract area of delineation (Norfolk and Richmond, VA);
- Federal Construction Contract Experience; and
- GSA Construction Contract Experience

The Offeror shall provide Points of Contact ("POC") of customers and owners for projects listed in this section of their proposal. POC information shall include valid telephone numbers and email addresses. The Government may contact the POC's to verify the information provided and rate the offeror's past performance.

**NOTE on Joint Venture:** If proposing a joint venture, Offerors will be required to discuss previous experience the joint venture may have in working together on previous projects, including the length of time the joint venture has worked together in the past, and how long the personnel within the joint venture have worked together on previous projects. An Offeror who proposes a joint venture shall include their Joint Venture Agreement as part of their price proposal.

A Joint Venture and Teaming Arrangement are **NOT** synonymous. If a teaming arrangement is proposed, the Offeror (prime Contractor) will be evaluated against this factor. It should be noted that if an Offeror demonstrates a strong reliance to a single subcontractor it may result in an

unfavorable evaluation.

Experience is the most significant technical factor. An Offeror who successfully demonstrate that they possess Experience that meets all the characteristics outlined above should receive the highest rating. If the offeror fails to meet any characteristic this may be considered a risk. An offeror who fails to meet any characteristic should receive the lowest rating and not be considered for award.

2. Management Approach (TAB 2)

The Government will evaluate each Offeror's relative understanding of the contract requirements and to the extent their proposed approach meets the government needs. It should detail the Contractor's overall approach and commitment to accomplishing the objectives of this requirement. The Government has the right to incorporate all or part of the Contractor's proposed Management Approach into the contract. If incorporated, the Management Approach will be binding upon the Contractor and the Government. Below are specific items which should be completely addressed by the Offeror in the proposed Management Approach.

- a. **IDIQ Approach:** The Offeror shall demonstrate their overall plan/approach by demonstrating sound means and methods to ensure organizational management for the contract.
  - i. The IDIQ Approach should include an Offeror's approach to: Quality Control, Safety, Communication, Security, including HSPD-12 Process, Submittal Process, and any other information an Offeror deems vital to successful performance.
  - ii. As part of the IDIQ approach offeror shall provide a letter from their surety confirming they have the following minimum bonding capabilities;
    1. Individual Project- \$500,000.00
    2. Aggregate Total- \$6,000,000.00
  - iii. As part of the IDIQ approach offerors shall provide a Certificate of Insurance (Accord 25) demonstrating they meet all the contractual requirements of the IDIQ;
    1. General Commercial Liability- \$500,000.00;
    2. Automobile;
      - a. Per Person-\$200,000.00
      - b. Per Occurrence for Bodily Injury-\$500,000.00
      - c. Per Occurrence for Property Damage- \$200,000.00
    3. Worker's Compensation- \$500,000.00
    4. Or Umbrella Coverage- \$5,000,000.00
    5. **Offerors shall include the correct cancellation language as prescribed by FAR 28.302 and additionally insured language prescribed by GSAM 552.228-5. A sample Accord Form is provided with acceptable language. Failure to provide the government the correct cancellation and additionally insured language may be cause for a lower technical rating.**
- b. **Staffing Plan:** The Offeror's staffing plan should include a detailed description of how the Contractor intends to accomplish the requirements of the contract using in-house and/or sub-contracted resources. The staffing plan should include, at a minimum:
  - i. Organizational Chart and Line of Authority for the IDIQ Contract;
  - ii. Resumes and references for individuals who will serve in Key Personnel positions including: Owner/Executive; Project Manager(s) (at least one); Superintendent(s) (at least one); and any other key personnel positions. Resumes should list the position; title; responsibilities; physical locations; and the firm for which the employee works; and



- iii. The Offeror shall indicate how they intend to provide the Design/Engineering services. If these services will be performed by others provide the designer's (A/E) name, address, and POC.
  - 1. Resume(s) of the Designer(s)/Design Team shall be included. At a minimum include resumes for the Designer/Architect, Mechanical Engineer, Electrical Engineer, and Structural Engineer.
  - 2. If services are provided by others the offeror should include previous projects where they worked with the design team.
- c. **Task Order Approach:** Within this section;
  - i. The Offeror should convey its ability that to perform multiple tasks simultaneously providing general repairs and alterations services to support the federal facilities located in the area of delineation described in the solicitation.
  - ii. The Offeror shall indicate how they intend to provide the repair and alterations services required;
    - 1. Address any trades/work that may be self-performed within in-house personnel including supervision during the term of the contract.
    - 2. Address any trades/work that may be subcontracted during the term of the contract. Offeror should list subcontractors for key trades that they have established relationships. Include subcontractor's name, address and a POC. Offerors may include previous projects where they subcontracted the listed vendor. Listing subcontractors in this section does not does not preclude the offeror from hiring additional subcontractors for any tasks issued during the term of the contract.

The Contractor's Management Approach is 2<sup>nd</sup> most significant evaluation criterion in this solicitation. The SSEB Technical board will evaluate each Offeror's relative understanding of the contract requirements and to the extent their proposed approach meets the government needs. The government will assign strengths and weaknesses identified in its evaluation of the proposal. The board will assign the rating that best describes its findings of the offeror's management approach.

3. Past Performance (TAB 3)

**NOTE: PAST PERFORMANCE IS NOT SYNONYMOUS WITH EXPERIENCE. THIS FACTOR WILL EVALUATE THE OFFEROR'S PERFORMANCE ON COMPLETED PROJECTS SUBMITTED WITHIN THIS SECTION AND/OR OTHER INFORMATION AVAILABLE TO THE GOVERNMENT.**

The offer shall demonstrate past performance regarding recent/relevant contracts. Offerors shall submit no more than five (5) relevant Government and/or commercial contracts they have substantially completed or performed in the last 7 years from the issue date of this RFP. Relevant projects are projects that are similar in scope to this requirement and share the characteristics listed in Factor 1. **It is preferred to submit past performance on the projects proposed in Factor 1.** Any Offeror submitting more than five previous projects will result in only the first five projects being considered. All additional projects will not be considered.

**Past Performance Questionnaire:** The Offeror must submit a Past Performance Questionnaire ("PPQ") included within the solicitation. The PPQ may be found within **APPENDIX D**. The PPQ is provided for the Offeror to submit to the client for each project the Offeror includes in its proposal. Completed PPQs should be submitted with the proposal. Ensure correct phone numbers and

email addresses are provided for the client 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 proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the project. If the client requests, the client may submit a questionnaire directly to the Government's Contract Specialist, Shannon Quick, via email at [Shannon.Harris@gsa.gov](mailto:Shannon.Harris@gsa.gov) prior to proposal 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 RFPs.

**NOTE:** THE GOVERNMENT HAS THE RIGHT TO CONTACT ALL CLIENT POCS PROVIDED TO VERIFY THE INFORMATION PROVIDED. Offerors shall NOT incorporate by reference into their proposal PPQs previously submitted for other RFPs.

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 Offeror's 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. GSA will not maintain database of PPQs submitted by Offerors.

**NOTE on Joint Venture:** If proposing a joint venture or teaming arrangement, Offerors should first submit past performance records demonstrating that they have performed together. These experiences will receive more consideration than experiences performed separately. A Joint Venture and Teaming Arrangement are **NOT** synonymous. If a teaming arrangement is proposed, the Offeror (prime Contractor) will be evaluated against this factor.

Past Performance is the least important technical factor. Proposals that exhibit relevant experiences and provide the Government a high level of confidence that the Offeror will successfully perform the required effort will receive the highest ratings. In addition, a diverse performance record may receive extra consideration. If an offeror's past performance indicates any unsatisfactory performance on previous projects this may be considered additional risk and be assigned a weakness.

If the Offeror has no record of relevant past performance or the information on their past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance. This rating shall be characterized as "neutral."

## **II.D. 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) Additional Proposal Requirements

**See Bid Sheet Instructions**

**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.

**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 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. 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 are sent to the Past Performance Information Retrieval System (PPIRS) which may then be used by Federal acquisition community for use in making source selection decisions. PPIRS 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.H. Safeguarding Documents Designated as Sensitive But Unclassified**

Certain information contained in the Solicitation Documents may have been designated as Sensitive but Unclassified (SBU) 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.

## **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 52.216-1 Type of Contract (APR 84)**

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

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

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

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

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

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
Goals for the varying counties may be found at <a href="https://www.dol.gov/ofccp/TAGuides/TAC_FedContractors_JRF_QA_508c.pdf">https://www.dol.gov/ofccp/TAGuides/TAC_FedContractors_JRF_QA_508c.pdf</a>	6.9%

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

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is: the Independent cities and counties in VA, found in the following chart:

INDEPENDENT CITIES		COUNTIES
Charlottesville	Norfolk	Rockingham
Chesapeake	Poquoson	Albemarle
Danville	Portsmouth	Stafford
Fredericksburg	Richmond	Spotsylvania
Hampton	Suffolk	Hanover
Harrisonburg	Virginia Beach	Henrico
Lynchburg	Norfolk	Chesterfield

**IV.E. 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.

#### **IV.F. Buy American Exceptions**

For Buy American exceptions, if any, see the applicable Buy American clause in Section IV of the Agreement. This will be determined at the task order level.

#### **IV.G. 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.H. 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
52.236-28	Preparation of Proposals - Construction	OCT 97

**IV.I. 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.J. Additional Provisions****(1) 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).

Special Provisions for IDIQ Contracts:

**(2) FAR 52.216-27 – SINGLE OR MULTIPLE AWARDS (OCT 1995)**

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

**(3) FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. This includes FAR 52.217-8, Option to Extend Services. Evaluation of FAR 52.217-8 will be accomplished by using the prices offered for the last 6 months of the last option period to determine the price for a 6-month option period, which will be added to the base and other option years to arrive at the total price. Evaluation of options will not obligate the Government to exercise the option(s).

**V. INSTRUCTIONS TO OFFERORS AND CLAUSES (Updated 17 Dec. 2019)****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 sub-factors 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. 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.***

***As prescribed in 4.2105(a), insert the following provision:***

***REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEC 2019)***

***The Offeror shall not complete the representation in this provision if the Offeror has represented that it does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.***

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

***"Covered telecommunications equipment or services", "critical technology", and "substantial or essential component" have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.***

**(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing —**

**(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or**

**(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.**

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

**(d) Representation. The Offeror represents that it  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.**

**(e) Disclosures. If the Offeror has represented in paragraph (d) of this provision that it “will” provide covered telecommunications equipment or services”, the Offeror shall provide the following information as part of the offer —**

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

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

**(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and**

**(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).**

#### **V.C. FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)**

4.1 Definitions. As used in this clause— Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means-

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
  - (a) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (b) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit Contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) Reporting requirement.

(i) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions

undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items. (End of clause)

**Note: The representation in GSAR 552.204-70 does not need to be completed by the offeror prior to award.**

**V.D. GSAR 552.204-70, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (DEVIATION I) (AUG 2019)**

(a) *Definitions*. As used in this clause-  
“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(c) *Representation*. **[Contractor to complete and submit to the Contracting Officer]** The Offeror or Contractor represents that it [ ] will or [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) *Disclosures*. If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

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



(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

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

#### **V.E. FAR 52.219-14 Limitations on Subcontracting (JAN 2017)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability.* This clause applies only to--

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants; and

(3) Orders set aside for small business or 8(a) participants under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --

(1) *Services (except construction).* At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies).* The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction.* The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade Contractors.* The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

#### **V.F. FAR 52.223-21, FOAMS (Jun 2016)**

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

“Global warming potential” means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide’s global warming potential is defined as 1.0.

“High global warming potential hydrofluorocarbons” means any hydrofluorocarbons in a particular end use for which EPA’s Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found

at 40 CFR part 82 subpart G with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

“Hydrofluorocarbons” means compounds that only contain hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, and emissions of high global warming potential hydrofluorocarbons and refrigerant blends containing hydrofluorocarbons, when feasible, from foam blowing agents, under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as—

- (1) In-use emission rates, energy efficiency, and safety;
- (2) Ability to meet performance requirements; and
- (3) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA’s SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82 subpart G with supplemental tables available at <http://www.epa.gov/snap/>.

### **V.G. FAR 52.222-62, Paid Sick Leave under Executive Order 13706 (JAN 2017)**

(a) *Definitions.* As used in this clause (in accordance with 29 CFR 13.2)-

“Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.  
“Employee”–

(1)

(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute ([41 U.S.C. chapter 67](#)), the Wage Rate Requirements (Construction) statute ([40 U.S.C. chapter 31, subchapter IV](#)), or the Fair Labor Standards Act (29 U.S.C. chapter 8);

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act’s minimum wage and overtime provisions;

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor’s Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)

(i) An employee performs “on” a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs “in connection with” a contract if the employee’s work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

“Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship” has the meaning given in 29 CFR 13.2.

“Multiemployer plan” means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

“Paid sick leave” means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

“Parent”, “sexual assault”, “spouse”, and “stalking” have the meaning given in 29 CFR 13.2.

“United States” means the 50 States and the District of Columbia.

(b) Executive Order 13706.

(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) *Paid sick leave.* The Contractor shall-

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other Contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including-

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/Contractor debarment.

(1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a Contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) Recordkeeping.

(1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

- (i) Name, address, and social security number of each employee.
- (ii) The employee's occupation(s) or classification(s).
- (iii) The rate or rates of wages paid (including all pay and benefits provided).
- (iv) The number of daily and weekly hours worked.
- (v) Any deductions made.
- (vi) The total wages paid (including all pay and benefits provided) each pay period.
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.
- (ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).
- (xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.
- (xiii) The relevant contract.
- (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.
- (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)

(i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in

paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4)

(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination.

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to-

- (i) Miscalculating the amount of paid sick leave an employee has accrued;
- (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
- (iii) Discouraging an employee from using paid sick leave;
- (iv) Reducing an employee's accrued paid sick leave by more than the amount of such

leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for-

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

(k) *Notice*. The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) *Disputes concerning labor standards*. Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

## **V.H. Security Requirements**

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

- 1.1 The General Services Administration (GSA) reserves the right to verify the identities of personnel with routine, unaccompanied access to GSA space, or Information Technology (IT) systems. The term Contractor used throughout this section shall refer to General/Prime Contractor, Subcontractor(s) and all their personnel. The Contractor shall comply with the GSA personal identity verification procedures outlined below, that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05- 24, and the Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. All Contractor personnel performing work on a GSA contract may be required to have a background investigation conducted and the results favorably adjudicated (HSPD-12 compliant suitability determinations) for all contract personnel requiring routine unescorted access to Federally-controlled facilities and/or IT systems for more than 6 months before identification cards may be issued.
- 1.2 Based on the building type (leased or owned) and the Facility Security Level (FSL) the GSA reserves the right to conduct background checks on Contractor personnel who support GSA contracts and require routine access to GSA facilities and IT systems. . Contractors unable to obtain a favorable security determination or meet security requirements will be removed from the project and denied official access to federal facilities and IT systems.
  - A. The Government has full and complete control over granting, denying, withholding or terminating suitability determinations for Contractor personnel. The Government may authorize and grant temporary suitability to personnel of the Contractor. However, the granting of a preliminary suitability determination shall not be considered as a guarantee; that the employee will receive a favorable final suitability determination. The granting of either a preliminary or final suitability determination shall not prevent, preclude, or bar the withdrawal or termination of any such suitability determination by the Government.
  - B. Contract personnel working less than 6 months may be considered "temporary". GSA may require low risk suitability determinations be completed for temporary contract employees, or have the option of granting unescorted access to temporary Contractors based on the preliminary favorable results, a National Agency Check (NAC) consisting of NCIC and NLETS

checks, an FBI fingerprint check, and a Citizenship and Immigration Services check. Short-term access based on the favorable results of a NAC for temporary access is only good for six months and cannot be extended or redone. Those requiring unescorted access greater than six months may have to undergo an HSPD-12 compliant suitability determination. Temporary contract personnel that are not required to receive a favorable suitability determination may be required to be escorted at all times while in non-public space.

- 1.3 The Contractor shall account for all GSA credentials issued to Contractor personnel in with the performance under this contract. The Contractor shall immediately return credentials issued by GSA under any of the following conditions:
  - A. When the employees is no longer required for contract performance.
  - B. Upon completion of the Contractor employee's employment.
  - C. Upon contract completion or termination.
  - D. In the event a previously issued preliminary Enter on Duty (EOD) determination is revoked
- 1.4 The Contracting Officer may delay final payment or execute an equitable adjustment under the contract, if the Contractor fails to comply with these requirements.
- 1.5 The General/Prime Contractor shall insert these requirements in all subcontracts. It shall be the responsibility of the General/Prime Contractor to return all credentials issued by the GSA and any other sources in association with this contract and in accordance with the terms set forth in paragraph 1.3, above.

## PART 2 - FEDERAL DEBT REDUCTION AND OVERSIGHT OF FEDERAL FUNDS

- 2.1 The GSA has a fiduciary responsibility to provide oversight of federal funding. The Contractor will work with the GSA to reduce expenditures, and assure oversight of federal tax dollars when requesting background checks. In order to reduce expenses and ensure prudent use of federal funds, the Contractor will make every effort to pre-screen, or interview prospective personnel to help ensure they are suitable for employment, and are able to pass a background check prior to submitting employee applications to GSA.
- 2.2 After the Contractor submits a request for background investigations to the GSA, the Contractor must monitor the employee's progress through completion of the process. The Contractor must provide follow-up and monitoring, ensure the requested individual(s) responds to requested information, and completes all required forms within the prescribed times allowed.

The Contractor must ensure the Contracting Officer or their Designated Representative has all of the requested documentation to ensure the completion of the application. The Contractor shall assign and dedicate a single Point of Contact (POC) for the overall control, management, and oversight of all employee suitability investigation applications. This POC will be responsible for following up when requested to ensure timely and accurate document submissions for background investigations.
- 2.3 The Adjudicating Office reviewing the employee's application may forward a written notification to Contractor personnel for clarification information that pertains to the background investigation requesting additional information or supporting documentation. The POC shall ensure this inquiry is responded to in a timely manner.

## PART 3 - ADJUDICATION AUTHORITY

GSA and its Authorized Agent, the Office of Personnel Management (OPM) or any other named designee, will be responsible for conducting the HSPD-12 background investigations, and credentialing

of Contractor's personnel. GSA has the overarching authority to process the HSPD-12 background investigations, as directed by the Office of Personnel Management (OPM).

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

4.1 Submission of Forms: All Contractor personnel requiring facility or IT system access, may be responsible to fill out and complete security HSPD-12 forms and fingerprint cards prior to being allowed access. GSA will provide detailed instructions on the HSPD-12 process, the forms to be submitted, and the handling of the forms after the contract has been awarded. Depending on the level of responsiveness and timeliness of individual Contractor personnel, a maximum of seven (7) days is expected for the completion and submission of all forms by the applicant for review through the GSA. More importantly, however, the Contractor and the single Point of Contact (POC) managing all employees has the responsibility to submit applications in a timely fashion so as not to delay any project activities or the overall project schedule. Initiation of the suitability investigation forms are required to be provided for all applicants a minimum of thirty (30) days prior to access being required without the need for a HSPD-12 credential, or sixty (60) days prior to access being required when a HSPD-12 credential is required. Access requirements by Contractor personnel shall be based on the contract time performance requirements, and the planned activities on the approved project schedule. The Contracting Officer or their Designated Representative will notify the Contractor in writing if any Contractor personnel receive an unfavorable decision on their background investigation, and effective immediately; the individual will no longer be allowed to work on the project. The Contractor shall be responsible for planning and scheduling its work in such a manner as to account for the facility or IT access investigation requirement time frames. Difficulties encountered by the Contractor's personnel in gaining access when required by not fulfilling application requirements in a timely manner shall not be an excuse for Contractor nonperformance under the contract, or the granting of any time extensions.

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

B. Also throughout the life of the contract, the Contractor shall maintain a listing of current/active personnel that have received a favorable suitability investigation and/or have a credential. The Contractor shall provide the Contracting Officer or their Designated Representative, an updated listing of current/active personnel when requested. The Contractor is also responsible to show on that same list when personnel are no longer working on the project for whatever reason. The Contractor shall immediately return the credential of any individuals that are no longer requiring access.

4.2 Unsuitable Personnel: If the Contracting Officer receives an unsuitable report on any contract personnel after the processing their application, or if the GSA finds a prospective contract employee to be unsuitable or unfit for their assigned duties; the Contractor shall be advised immediately by the Contracting Officer or their Designated Representative that such personnel cannot continue to work or be assigned to work under the contract. The Contractor must then take action to remove the employee from the GSA contract.

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

4.4 Prior Background Investigation: Contract personnel background investigations obtained through this process may be acceptable if the it can be validated equal to or higher level than required of the contract, and there is no break in service from which that favorable suitability was provided. The



employee still needs to be vetted through the GSA HSPD-12 process to consider the applicant's claim to possessing an active suitability, and being granted access under this GSA contract.

4.5 Identification Credential: When GSA initiates a National Agency Check with Written Inquiries (NACI) suitability investigation and the applicant receive a favorable initial suitability Enter on Duty (EOD) determination, access to the facility or IT system is typically granted at that time. If there is a requirement that in addition, a credential is to also be issued, the Contract employee will need to enroll, and then activate that credential prior to being granted access to the facility or IT system. Credentialing requirements, when applicable, are describe later in this section.

A. Contractor personnel with credentials shall be required to comply with all applicable access security screening procedures applicable to Government or other personnel possessing similar credentials, or as determined by the building practices as defined by the Facility Security Committee.

B. All Contractor personnel possessing credentials (PIV or otherwise) shall visibly display their credentials at all times while in the building(s) where work is being performed.

C. The Contractor shall be responsible for ensuring that all identification credentials are returned to the GSA when Contractor personnel are no longer employed, providing service under the contract, the contract ends or the employee preliminary access is revoked.

D. The Contractor shall notify the GSA when credentials are lost. If the Contractor is determined to be negligent, the Contractor may be responsible for reimbursing the Government for its cost in issuing a replacement credential.

4.6 Contractor personnel may be required to submit additional personnel information to other Government Agencies affected by the contract work and based on working within that Agency's space.

## PART 5 - GSA FINGERPRINTING CREDENTIAL CARD: CONTRACTOR'S TRAVEL COSTS

5.1 Contractor personnel who require routine access to GSA-controlled facilities and/or access to GSA IT systems must receive a preliminary favorable HSPD-12 security background investigation, before receiving a GSA credential card. Fingerprinting, however, is required for all applicants to receive an investigations. Therefore, all applicants will be required to visit a credentialing center as described below to enroll and be fingerprinted. Not all Contractors, however, will receive a HSPD-12 credential and need to return for pick-up and activation of that credential.

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

Credentialing centers that are listed as "Open to all Agency personnel" are open to all customer agencies including GSA Contractors. Credentialing centers that are listed as "For use by personnel from this Agency only" mean that they are only open to personnel of that specific agency that is hosting that credentialing center. Currently a minimum of two visits to a credentialing center may be required to enroll and activate the GSA credential. The first visit is to enroll for the credential, and the

second visit may be required to pick-up and activate the credential. Travel distance to a credentialing center will vary based on availability of enrollment and activation stations identified in the link above. Additional visits to a credentialing center may also be required if the card holder needs to recertify their credential certificate (every 3 years), or when the employee will need to renew their GSA credential that has expired (every 5 years). Additional visits may also be required for lost or damaged credentials needing replacement.

- 5.3. If a GSA credential card is required, the Contractor would be responsible for all travel and labor costs associated with fingerprinting to meet the background investigation along with the credential card enrollment and activation steps to meet HSPD-12 requirements. Travel costs may be comprised of mileage, vehicle rental, or other modes of transportation, per diem, and lodging. These costs are considered reasonable to the extent that they do not exceed, on a daily basis, the maximum rates in effect at the time of travel, as set forth in the Federal Travel Regulation, Chapter 301 – Temporary Duty (TDY) Travel Allowances, which can be accessed at the following website: <http://www.gsa.gov/ftt>. Information on Privately Owned Vehicle (POV) Mileage Reimbursement Rates can be accessed at the following website: <http://www.gsa.gov/travelpolicy>.
- 5.4 Any annual training requirements associated with IT access that may be required for continued use of the GSA credential is expected to be completed within a timely fashion. Otherwise, the employee's access may be revoked and the credential taken away.

## PART 6 – GENERAL EMPLOYEE CONDUCT

- 6.1 Standards of Conduct: The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.
- 6.2 Removal from Contract Work:
- A. As provided in the GSAR clause at 552.237-71, entitled "Qualifications of Employees", the Contracting Officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property under Government control, should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property. This shall include, but not be limited to, instances where an employee is determined, in the Government's sole discretion, to be incompetent, careless, insubordinate, unsuitable or otherwise objectionable.
  - B. A Contractor employee may also be removed where the continued employment of the Contractor employee in connection with the Government work is deemed, in the Government's sole discretion, contrary to the public interest, inconsistent with the best interests of security, or a potential threat to the health, safety, security, general wellbeing or operational mission of the facility and its population.
  - C. Where a Contractor employee is granted a preliminary suitability determination, and an unfavorable final suitability determination is later rendered, the Government may insist on the Contractor employee's removal from the work site and from other work in connection with the Contract.
  - D. The Contractor shall be responsible for providing replacement employees in cases where contract employees are removed at no additional cost to the Government.

(1) FAR 52.204-2, Security Requirements, August 1996

- (a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

- (b) The Contractor shall comply with:
    - (i) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); and
    - (ii) Any revisions to that manual, notice of which has been furnished to the Contractor.
  - (c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.
  - (d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.
- (2) FAR 52.204-9, Personal Identity Verification of Contractor Personnel, January 2011
- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
  - (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
    - (i) When no longer needed for contract performance.
    - (ii) Upon completion of the Contractor employee's employment.
    - (iii) Upon contract completion or termination.
  - (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
  - (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.
- (3) FAR 52.204-21, Basic Safeguarding of Covered Contractor Information Systems, June 2016
- (c) Definitions. As used in this clause—
    - "Covered Contractor information system" means an information system that is owned or operated by a Contractor that processes, stores, or transmits Federal contract information.
    - "Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.
    - "Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic,

cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

The Contractor shall apply the following basic safeguarding requirement and procedures to protect covered Contractor information systems. Requirements and procedures for basic safeguarding of covered Contractor information systems shall include, at a minimum, the following security controls:

- (ii) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (iii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iv) Verify and control/limit connections to and use of external information systems.
- (v) Control information posted or processed on publicly accessible information systems.
- (vi) Identify information system users, processes acting on behalf of users, or devices.
- (vii) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (viii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (ix) Limit physical access to organizational information systems equipment, and the respective operating environments to authorized individuals.
- (x) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (xi) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xii) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xiii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiv) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xv) Update malicious code protection mechanisms when new releases are available.
- (xvi) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered Contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf

items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(4) FAR 52.224-1, Privacy Act Notification, April 1984

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations.

(5) FAR 52.224-2 Privacy Act, April 1984

(a) The Contractor agrees to:

(i) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies.

- The systems of records; and
- The design, development, or operation work that the Contractor is to perform;

(ii) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(iii) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c) Definitions. As used in this clause –

“Operation of a system of records,” as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

“Record,” as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person’s name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

“System of records on individuals,” as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(d) The Contractor shall not publish or disclose in any manner, without the Contracting Officer’s written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

- (e) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.
  - (f) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.
- (6) GSAR Clause 552.204-9 Personal Identity Verification Requirements, October 2012
- (a) The Contractor shall comply with GSA personal identity verification requirements, identified at HSPD12, if Contractor employees require access to GSA controlled facilities or information systems to perform contract requirements.
  - (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have access to a GSA-controlled facility or access to a GSA-controlled information system.

## **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:

- a. Experience
- b. Management Approach
- c. Past Performance

The evaluation factors are listed are presented in descending order of importance.

(2) In accordance with FAR 15.304(e)(1), technical factors, when combined, are considered significantly more important than price.

(3) The Government will issue the solicitation with a bid sheet to evaluate the Offeror's pricing. The bid sheet is based on an actual requirement that is typical of the types of orders that will be placed. In addition the bid sheet includes the GSA Express Menu of Services. Offerors will propose a cost coefficient factor that will be applied as specified in the bid sheet to the Express Menu of services. See the bid sheet for further instructions and price evaluation procedures. The bid sheet will be evaluated for price reasonableness with techniques prescribed in FAR 15-404-1, including comparison with an Independent Government Estimate ("IGE"), and based on adequate pricing competition. Individual price elements will be evaluated for mistakes by comparison with the IGE. However, because the bid sheet will be for a firm-fixed-price, a cost realism analysis will not be performed.

(4) Tradeoff Information: The approach to source selection for this procurement will be pursuant to the best value tradeoff concept as identified in FAR Part 15.101-1 and FAR Part 15.3. It is the government's intention to award a contract to the offerors whose proposals conform to the RFP requirements and are considered to be most advantageous to the government, price and technical factors considered. Competitive proposals shall be evaluated and assessed based on the factors specified in this

solicitation. For this solicitation, the combined weight of the technical evaluation factors is significantly more important than price.

(5) The government intends to award between four and six contracts. The awards will be made utilizing the following process:

- a. The first three (3) selected Contractors will be offerors who represent the best value as prescribed above regardless of socioeconomic status.
- b. The next selected Contractor will be a HUBZone concern that is determined to be capable of performing the contract unless an offeror been selected in step "a" represents the HUBZone program. If a HUBZone has already been selected, the next selectee will be the firm that has the next highest overall ranking considering technical and price factors.
- c. If it is determined that no HUBZone is capable of performing the contract successfully the government is not required to select a HUBZone concern for award.
- d. The government may at their discretion select additional offerors regardless of socioeconomic status. The government intends to award no more than 6 contracts but reserves the right if it is in its best interest to award more than 6.
- e. If the government determines that there are not 4 offerors capable of performing the contract successfully the government is not required to meet minimum number of awards.

#### **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.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.

#### **VI.F. Non-Price Factors Experience**

##### (1) Experience

Experience is the most significant factor. It will measure the number of opportunities the Offeror has had to learn by doing. This criterion will be used to measure the breadth, depth, and relevance of an Offeror's prior experience in performing projects similar in size, scope, and complexity to the one described in this solicitation.

##### (2) Management Approach

The Contractor's Management Approach is 2nd most significant evaluation criterion in this solicitation. The Government will evaluate each Offeror's relative understanding of the contract requirements and to the extent their proposed approach meets the government needs. It should detail the Contractor's overall approach and commitment to accomplishing the objectives of this requirement. The plan should demonstrate the IDIQ approach; staffing plan; and approach to successfully completing potential task orders.

##### (3) Past Performance

This factor will measure the quality of the Offeror's collective experience in performing projects similar in size, scope and complexity to those described in the solicitation. The quality of the work associated with past projects will be evaluated. The Government will utilize the project information submitted under Prior Experience above and other available sources to assess the relevance and quality of work performed on similar projects.

#### **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.