**Simplified Acquisition Construction Contract for Bankruptcy Storage, Carpet and Tile Project at the W.B. Rudman Federal Courthouse in Concord, NH.**

**The Solicitation**

**Notice to Offerors of Total Small Business Set-Aside**

The General Services Administration (GSA) is setting aside the contract under the following clause found in the Agreement:

52.219-6, Notice of Total Small Business Set-Aside

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**I. General Information**

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

(1) This Solicitation is set-aside for [Small Businesses ], in accordance with FAR 19. This Solicitation sets forth requirements for proposals for a Contract to construct the Project described in the Solicitation Documents. Proposals conforming to the Solicitation requirements will be evaluated in accordance with the Method of Award set forth herein. The Government will award the Contract to the selected Offeror, subject to the conditions set forth herein.

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

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

**I.B List of Solicitation Documents**

The Solicitation Documents are comprised of:

(1) The Solicitation

(2) Offeror Representations and Certifications Form

(3) Statement of Work, Drawings, Wage Determination

(4) Standard Form (SF) 1442 – Solicitation Offer and Award

(5) The Agreement and Attachments to the Agreement

**I.C . Authorized Representatives**

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

|  |  |
| --- | --- |
| (1) Contracting Officer | |
| Name: | Kevin Morris |
| Address: | U.S. General Services Administration, 50 South Main Street, Room 136, Saint Albans, VT 05478 |
| Telephone: | 802-528-4063 |
| Email: | kevin.morris@gsa.gov |
| (2) Alternate Point of Contact | |
| Name: | Kimberly A. Gelly |
| Address: | Norris Cotton Federal Building, 275 Chestnut Street, Suite 528, Manchester, NH 03101 |
| Telephone: | 603-666-7583 |
| Email: | kimberly.gelly@gsa.gov |

**I.D. Estimated Price Range**

The estimated price range for the Project is between $25,000 and $100,000.

**I.E. FAR 52.236-27 Site Visit - Construction (FEB 95)**

(1) The clauses at FAR [52.236-2](http://www.acquisition.gov/far/current/html/52_233_240.html#wp1113365), Differing Site Conditions, and FAR [52.236-3](http://www.acquisition.gov/far/current/html/52_233_240.html#wp1113375), 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 visit will be held at the following dates and times:

|  |  |
| --- | --- |
| Date: | [Tuesday, May 16, 2017 ] |
| Time: | [9:00 AM ] |

|  |  |
| --- | --- |
|  |  |
|  |  |

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

For further information about the site visit or access requirements, please contact:

|  |  |
| --- | --- |
| Name: | Harry Vogt |
| Address: | W.B. Rudman Federal Courthouse, 55 Pleasant Street, Concord, NH 03301 |
| Telephone: | 603-225-1628 |
| Email: | harry.vogt@gsa.gov |

**I.F. 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 2:00 pm local time on the following date and at the following address:

|  |  |
| --- | --- |
| Date: | Friday, June 2, 2017 |
| Address: | Norris Cotton Federal Building, 275 Chestnut Street, Suite 528, Manchester, NH 03101  This solicitation does authorize the transmittal of offers, modifications, or withdrawals of offers through email. Please email a copy of your proposal to kimberly.gelly@gsa.gov with a cc: to kevin.morris@gsa.gov to be received no later than Friday, June 2, 2017 at 2:00 p.m., Eastern Daylight Time. Hard copy submissions are also acceptable, as prescribed by FAR 52.215-1(c)(1). No other means of transmission are acceptable. |

(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 office 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**

Offerors are required to submit proposals as described herein. Each part must be fastened or bound together. Proposals shall be submitted typed on non-reduced 8 ½ x 11” sheets with 1” margins on top, bottom, left and right. Forms and charts shall be labeled and included at the end of each applicable factor. All proposals received shall be evaluated for acceptability, but shall not be ranked using non/cost price factors. All resumes are not to exceed three (3) pages, for the proposed Project Manager and the Superintendent.

**II.C. Price Proposal**

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. 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.

**II.D. Technical Proposal**

The Technical Proposal shall include the information on the offeror’s experience and past performance on similar work.

1. **EVALUATION FACTOR 1: WORK PLAN AND SCHEDULE**
2. The Offeror shall provide the following:
   1. *A Work Plan.* The Work Plan shall: (1) be in narrative format and shall provide a detailed plan for how the Contractor plans to execute the work specified in the Contract Documents; (2) discuss the sequencing of work and on how the Offeror intends to manage their subcontractors in order to insure a smooth working relationship with the occupants of the building;(3) discuss the Offeror’s procedures to ensure strict quality control relative to both workmanship and materials; and, (4) describe the management systems that the Offeror will use to monitor cost, schedule, environmental, and safety.
   2. *A Schedule.* The Schedule shall: (1) be submitted for the proposed total contract duration in calendar days from the notice to proceed; (2) provide a tabular schedule printout indicating major activity and major activity duration; and, (3) with respect to the duration proposed, become the official time of performance for this contract by the Offeror, if successful on this procurement.
3. *Standard for Evaluation:* This factor is met if the Offeror: (1) submits all of the information requested for the Work Plan and Schedule; (2) the Offeror’s Work Plan and Schedule, individually and cumulatively, set forth a reasonable and realistic plan for completing the project within the cost and time durations proposed.
4. **EVALUATION FACTOR 2: KEY PERSONNEL**
5. The Offeror shall provide the information requested below for the following individuals:
6. Project Manager: The Offeror shall demonstrate that the proposed Project Manager possesses experience as a Project Manager within the past three (3) years of the issuance of this Solicitation on one (1) project of similar size, scope, and complexity as that set forth in the Statement Work.
7. Project Superintendent: The Offeror shall demonstrate that the proposed Project Superintendent possesses experience as a Project Superintendent within the past three (3) years of the issuance of this Solicitation on one (1) project of similar size, scope, and complexity as that set forth in the Statement Work.

The page limit for this evaluation factor is three (3).

1. *Standard for Evaluation:* The standard is met when the Offeror demonstrates that each of its proposed Key Personnel possesses the past performance noted above.

**II.E. Other Information to Submit with Proposal**

(1) Representations and Certifications

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 <https://www.sam.gov>. 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

*(i)*The Offeror must demonstrate successful past performance and experience within the past three (3) years of the issuance of this Solicitation for two (2) projects of similar size, scope, and complexity as that set forth in the Statement Work. The Offeror may rely on its own experience or that of its joint venture partner(s) and/or subcontractor(s) that will perform major or critical aspects of the requirement. The Offeror shall submit the following data/information for the projects submitted:

* Project title;
* Location;
* Contract Award Date;
* Date of Substantial Completion;
* Size refers to the dollar amount of contract at award;
* Scope refers to the type of work performed (e.g., lighting; building systems; roofing, etc.); and
* Complexity refers to the difficulty of the scope.

1. Offerors submitting a proposal in response to this Solicitation shall submit the attached Contractor Responsibility Questionnaire

**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 *[CO Instruction:*** *Edit days if necessary.]*

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 will not warrant that all such requests will be answered within 15 calendar days. Therefore, 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) ([www.sba.gov](http://www.sba.gov)). 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 13 as a negotiated simplified 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**

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

**III.G. Bond/Payment Protection Requirements**

In accordance with FAR 28.102, if the contract exceeds $35,000 but does not exceed $150,000, a payment bond or alternative payment protection is required in the amount of the award. Offerors who utilize individual sureties should note the requirement for a certified, audited, financial statement for each person acting as an individual surety under clause FAR 52.228-1 Bid Guarantee and the requirements of clause FAR 52.228-11 Pledges of Assets.

**III.H. Contractor Performance Information**

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

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.

* 1. *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.
  2. *Contractor CPARS Training:* Contractors may sign up for CPARS training. A schedule of classes will be posted to the CPARS training site (<http://www.cpars.gov/allapps/cpcbtdlf.htm>) and updated as needed.
  3. *Contractor Representative (CR) Role*: All evaluations will be sent the Contractor Representative (CR) named on your award. The CR will be able to access CPARS to review and comment on the evaluation. If your CR is not already in the CPARS system, the contracting officer will request the name and email address of the person that will be responsible for the CR role on your award.

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

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

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

**III.I. Safeguarding 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.

**III.J. Additional Security Requirements**

1. FAR 52.224-1, Privacy Act Notification, April 1984

**Privacy Act Notification (Apr 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. Violation of the Act may involve the imposition of criminal penalties

1. FAR 52.224-2, Privacy Act, April 1984

**Privacy Act (Apr 1984)**

(a) The Contractor agrees to --

(1) 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 --

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) 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

(3) Include this clause, including this subparagraph (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)

(1) “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.

(2) “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.

(3) “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.

(End of Clause)

(3)GSAR Clause 552.204-9, Personal Identity Verification Requirements, October 2012

Personal Identity Verification Requirments (Oct 2012)

(a) The contractor shall comply with GSA personal identity verification requirements, identified at http://www.gsa.gov/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.

(End of clause)

(4) FAR 52.204-21, Basic Safeguarding of Covered Contractor Information Systems, Jun 2016.

**Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)**

(a) *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 Web sites) 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.

(1) The Contractor shall apply the following basic safeguarding requirements 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:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) 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.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *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.

(c) *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.

(End of clause)

**IV. FAR/GSAR Solicitation Provisions**

**IV.A. 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:

*[****CO Note:*** <http://www.dol.gov/ofccp/TAguides/TAC_FedContractors_JRF_QA_508c.pdf>

|  |  |
| --- | --- |
| Goals for Minority Participation for Each Trade | Goals for Female Participation for Each Trade |
| *0.7 %* | 6.9% |

These goals are applicable to all 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: New Hampshire, Merrimack County, Concord

### **IV.B. 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](https://www.acquisition.gov/far/current/html/52_223_226.html#wp1169273)).

(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](https://www.acquisition.gov/far/current/html/52_223_226.html#wp1169273) 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](https://www.acquisition.gov/far/current/html/52_223_226.html#wp1169273).

(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](https://www.acquisition.gov/far/current/html/52_223_226.html#wp1169273), 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](https://www.acquisition.gov/far/current/html/FormsStandard62.html#wp1177057) 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](https://www.acquisition.gov/far/current/html/52_223_226.html#wp1169273) 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](https://www.acquisition.gov/far/current/html/52_223_226.html#wp1169273) 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.C. Buy American Exceptions**

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

**IV.D. 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:

<http://www.acquisition.gov/comp/far/index.html>

|  |  |  |
| --- | --- | --- |
| NUMBER | TITLE | DATE |
| 52.236-28  52.204-6 | Preparation of Proposals - Construction  Data Universal Numbering System Number | OCT 1997  JUL 2013 |

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

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

NUMBER TITLE DATE

552.236-75 Use of Premises APR 1984

**V. Additional Solicitation Provisions and Instructions**

**V.A. Instructions to Offerors – Competitive Simplified Acquisition**

(1) *Definitions*. As used in this Section -

“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 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.

(2) *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).

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

(a) 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.

(b) 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.

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

(i) Offerors are responsible for submitting proposals, and any 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) Any proposal, 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.

(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. 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.

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

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

(4) *Offer expiration date*. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet.

(5) *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—

(a) 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

(b) 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.

**V.B. Additional Provisions**

***None***

**V.C. Additional Clauses**

**Reserved**

**V.D. FAR 52.222-62, Paid Sick Leave under Executive Order 13706**

Implements EO 13706 which requires incorporation of new FAR Clause 52.222-62 in all contracts with 52.222-6, Construction Wage Rate Requirements, ($2,000 threshold), or 52.222-41, Service Contract Labor Standards, ($2,500 threshold) and performance is in whole or in part in the United States

**VI. Method of Award**

**VI.A. Evaluation of Offers – Lowest Price Technically Acceptable**

(1) The Government intends to award a contract resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value from the selection of the technically acceptable proposal with the lowest evaluated price. Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors. Proposals will be evaluated for acceptability but will not be ranked using the non-cost/price factors.

(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 will first evaluate price to determine the lowest through highest priced offers. The Government intends to evaluate the technical proposals of only the three lowest priced offers, subject to the number of proposals received. The remaining technical proposals, if any, shall not be evaluated as to technical acceptability unless one of the three lowest price offers proves to be technically unacceptable. If one of the three lowest priced proposals proves to be technically unacceptable, then the fourth-lowest priced proposal (and so on) will be evaluated for technical acceptability. Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the United States will not reimburse any offeror for any proposal preparation costs.

(5) The Government intends to evaluate proposals and award on initial proposals. Therefore, the offeror’s initial proposal shall contain the offeror’s best price. If multiple line items are priced, each line item will be evaluated to ensure that balanced pricing exists. If the line items are determined to be unbalanced for the offeror that presents the lowest priced technically acceptable proposal, the Government will allow that offeror the opportunity to balance the line items prior to award. If the offeror cannot, or chooses not to, balance the line items, the Government shall deem the offeror’s proposal as unacceptable.

(6) 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.

(7) Unsuccessful offerors will be notified in accordance with FAR 13.106-3(c).

**VI.B. Lowest Price Technically Acceptable Evaluation Process**

(1) The Government will first evaluate price to determine the lowest through highest priced offers. The Government intends to evaluate the technical proposals of only the three lowest priced offers. The remaining technical proposals shall not be evaluated as to technical acceptability unless one of the three lowest price offers proves to be technically unacceptable. If one of the three lowest priced proposals proves to be technically unacceptable, then the fourth-lowest priced proposal will be evaluated for technical acceptability. This process will continue until the Government deems three proposals technically acceptable. Award will then be made to the lowest-priced, technically acceptable offeror. Any costs incurred by offerors in preparing or

submitting offers are the offerors' sole responsibility; the United States will not reimburse any offeror for any proposal preparation costs.

(2) Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors.

(3) The following non-cost factors will be evaluated for acceptability:

1. Work Plan
2. Schedule

**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.