**{{Document Created Timestamp}}**

**Design Build Contract for: {{Project Name}}**

**The Solicitation**

***[CO Note: Per*** [***PIB 10-05 Amendment 02***](https://insite.gsa.gov/services-and-offices/public-buildings-service/acquisition-management/national-acquisition-resources-center-narc/pbs-pibs-and-pils)***, the Construction Contract Templates are mandatory to use. The standardized language should not be altered except for areas highlighted to edit for project-specific information. Notes within [brackets] should be removed once addressed. Highlighting should be removed from the document when modifications are completed.]***

***[CO Note: If considering an Economic Price Adjustment clause, please review*** [***Acquisition Alert 2022-02***](https://insite.gsa.gov/cdnstatic/Acq%20Alert%20AA-2022-02.pdf) ***and only include the appropriate clauses after consulting with appropriate offices, including your budget office and Regional Counsel.]***

***{{IRA Solicitation Notice}}***

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# I. GENERAL INFORMATION

**The Solicitation and Contract**

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

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

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

**List of Solicitation Documents**

The Solicitation Documents are comprised of:

(1) The Solicitation

(2) Offeror Representations and Certifications Form

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

(4) The Agreement and Attachments to the Agreement

(5) The Statement of Work, Specifications, Drawings, and Exhibits

**Authorized Representatives**

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

| Authorized Representative Information: |
| --- |
| Contracting Officer’s Information |
| Name: {{Contracting Officer Full Name}} |
| Address: {{Contracting Officer Full Address}} |
| Telephone: {{Contracting Officer Phone}} |
| Email: {{Contracting Officer Email}} |
| Alternate POC Information |
| Name: {{Alternate POC Full Name}} |
| Address: {{Alternate POC Full Address}} |
| Telephone: {{Alternate POC Phone}} |
| Email: {{Alternate POC Email}} |

**{{Pre-Proposal Conference Information}}**

**Estimated Price Range**

***[CO Instruction:*** *Refer to FAR 36.204 and GSAM 536.204 to confirm range]*

The estimated price range for the Project is between {{Estimated Price Range}}.

**FAR 52.228-1 Bid Guarantee (Sep 1996)**

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

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

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

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

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

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

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

**FAR 52.236-27 Site Visit – Construction (Feb 1995)**

(1) The clauses at FAR [52.236-2](https://www.acquisition.gov/far/part-52#FAR_52_236_2), Differing Site Conditions, and FAR [52.236-3](https://www.acquisition.gov/far/part-52#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.

***[CO Instruction:*** *Select the appropriate combination of paragraphs (2) and (3), and delete the one not used. Include the contact information and additional site visit requirements (e.g., conference security access requirements). Reference to the Visitation Authorization Form (VAR) is sample language that can be edited or omitted as necessary. The VAR is used where there are additional requirements to enter a facility ]*

*[****CO Note:*** *The following combination of Paragraph (2) and (3) is for site visits by appointment.]*

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

| Name: |
| --- |
| Address: |
| Telephone: |
| Email: |

(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.

[**CO Note:** The following combination of Paragraphs (2) and (3) is for site visits with dates and times identified.]

(2) Site visits will be held at the following dates and times:

| Date: |
| --- |
| Time: |

| Date: |
| --- |
| Time: |

(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: |
| --- |
| Address: |
| Telephone: |
| Email: |

**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 **{{Offer Due Date and Local Time}}** local time on the following date and at the following address.

| * Date: {{Offer Due Date and Local Time}} |
| --- |
| * Address: {{Offer Receiving Address}} |

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

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

**Notice of Commercial Package Carriers**

Because of increased security standards, commercial package carriers may experience delays in making deliveries to the address designated for receipt of offers. United States Mail delivered to Government offices in the Washington, DC area is subject to irradiation, significantly delaying deliveries and potentially damaging or defacing mail contents. Offerors should take these facts into consideration when determining how and when to transmit offers to the office designated for receipt.

# II. PROPOSALS

**Proposal Contents**

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

* 1. Price Proposal
  2. Technical Proposal
  3. Representations and Certifications
  4. Standard Form 24, Bid Bond
  5. Subcontracting Plan
  6. GSA Form 527 – Contractor’s Qualification and Financial Information
  7. Proprietary Information Agreement(s)
  8. Other Documents as Required

**Proposal Format**

***[CO Instruction:*** *Insert instructions on proposal format and number of copies to submit, etc.]*

**Price Proposal**

(1) Contents

***[CO Instruction:*** *Modify the form and block numbers if another form is used.]*

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 contract price form. 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 [***CO Instruction:*** *Insert additional price proposal requirements here.]*

**{{IRA Price Proposal Requirements}}**

**Technical Proposal**

***[CO Instruction:*** *See FAR 36.3 for information concerning evaluation for Design Build Contracts]*

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

(1) Past Performance

This factor considers the past performance of the Offeror and proposed subcontractors for key trades. The Offeror shall submit references (a person or persons who may be contacted regarding the quality of the Offeror’s past performance) for comparable projects substantially completed within the last eight (8) years. References must be submitted for the projects presented in relation to the “Experience of Offeror on Comparable Projects” factor. The Offeror must provide the name, title, company name, current address, current phone number, and current fax number for each reference. The DB Reference Questionnaire, Attachment #, will be used to annotate contact and responses to verify information provided in relation to the Offeror’s past performance.

*[****CO Instruction:*** *The following language will appear in all solicitations requiring PPQs. Delete if not used]:*

The Offeror must submit a Past Performance Questionnaire (PPQ) (included in the solicitation as Attachment~, completed by the applicable client, for each project included in its proposal for Factor \_\_ (insert the applicable factor number, usually as "Factor 4" and insert the factor title, usually "Past Performance for the Prime Contractor',. 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 point of contact, via email at \_\_\_\_\_\_\_\_\_\_\_ 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.

Also include performance recognition documents received within the last \_\_ (insert the number of years) such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition. In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the 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.

(2) Experience

*[****CO Instruction:*** *This section needs to be tailored for your project specific parameters. The example below is for a $100M historic renovation. This should be a team effort in defining the proper experience factor.]*

This factor considers the extent of the Offeror’s past experience as a firm in providing similar construction services. The Offeror must demonstrate successful experience as a Design Build (DB) Contractor responsible for the construction of two (2) similar projects substantially completed within the past eight (8) years as defined below. One similar project is defined as a project that is comparable in nature, type, and complexity as defined by the all of the following characteristics:

(a) The project involved a modernization and/or renovations to an existing building that included work on architectural, structural, electrical, mechanical, plumbing, fire protection systems, high security blast and ballistic windows.

(b) The total project construction cost at award of the construction contract(s) was not less than $50 million.

(c) Project involved work on a historic site and/or building

(d) Project involved phase construction in a partially occupied building.

The Offeror may also present not more than 3 additional comparable projects substantially completed within the last eight (8) years. Comparable projects are projects with a total project cost at award of not less than $50 million and contain any 3 of the following characteristics:

(a) The project involved a modernization and/or renovations to an existing building that included work on architectural, structural, electrical, mechanical, plumbing, fire protection systems, high security blast and ballistic windows.

(b) Project involved work on a historic site and/or building

(c) Site was located in a Major metropolitan downtown area.

(d) Project required close coordination with occupants

(e) Project involved phase construction in a partially occupied building.

(f) Project involved abatement of hazardous material.

For each project presented in relation to this factor, the Offeror must explain how the characteristics of the project relate to the characteristics of **this** project. The similarity to **this** project is more important than the quantity of projects presented. For each project presented the Offeror shall submit the following data/information:

(a) Project Title

(b) Owner and/or Occupants(s)/Tenant(s)

(c) Location

(d) Description including GSF and/or OSF

(e) Special Features (Security System, Historical Consideration, Blast & Ballistic Windows)

(f) Contract Award Date

(g) Contract Type and Contractor's Responsibilities (Scope of Work)

(h) Date of Substantial Completion

(i) Date of Final Completion

(j) Contract Cost at Award

(k) Contract Cost at Completion

(l) Original Schedule Completion Time at Contract Award (Calendar Days)

(m) Actual Completion Time (Calendar Days)

(n) Number of Change Orders

(o) Classification (reason) of Changes Orders (Latent Conditions, Owner Instituted, Design Errors & Omissions, etc., )

This factor will be evaluated based upon the written response to the RFP by the Offeror and the past experience demonstrated by the presented projects. Attachment #, titled “Experience Checklist”, will be used for each presented project just to record which listed characteristics apply to the respective project example.

(3) Technical and Management Approach

This factor is concerned with the Offeror’s understanding of the project requirements and the management approach. The Offeror shall submit a written plan addressing the following:

* Offerors shall describe their approach to managing and delivering a project of the magnitude and complexity of THIS project under budgetary and time constraints. The description shall include a discussion of the offeror's approach to managing the project to meet or exceed performance criteria, on schedule, and within budget. Offerors should include discussions of how the schedule for the project will be met while, at the same time, managing any changes that may occur. Offerors previous experience in managing to achieve LEEDS certification shall also be presented.
* Offerors shall identify what they believe are the most significant risks associated with this project. Such risks should include matters that jeopardize performance within budget and schedule limitations, problems created by working on an occupied building with severely limited site access, and change orders. Offerors shall provide a description of how they propose to manage and mitigate those risks. Offerors shall describe examples of successfully managing similar risks on previous projects. Offerors shall also describe their long-range plans for securing and maintaining the resources necessary to complete the project. Resources discussed should include key manpower, availability of personnel having current security clearance, equipment and material. Discussion should indicate if these resources will come from in-house or from major subcontractors for foundations, selective demolition, structural, mechanical and electrical portions of the work.
* Offerors shall provide an organization chart for their team for this project showing organizational positions – only key personnel names are required. This chart shall show lines of authority within the project team, between the project team and its corporate organizations, and between the project team and the Government.
* Offerors shall provide a Design and Construction Quality Control Plan (QCP) tailored to THIS Project. The QCP shall contain Offeror’s methodology for controlling quality during both design and construction. The Plan shall also demonstrate the Offeror’s understanding of the high level of quality expected due to the nature of the historically significant building and the means by which the Design-Build Contractor will attain the quality throughout both the design and construction portions of the Work.
* Offerors shall provide a Management Plan for the Project that explains how the various team members will work together and the methodology and processes for managing this entire Project. The Plan shall describe the process during design for solving the technical, functional, and constructability issues while maintaining the design intent and obtaining approvals. The Plan shall discuss the method of coordination with GSA. The Plan shall refer to the use of schedules and cost control systems. The Plan shall also discuss how the Offeror will ensure that Government and other necessary permits and approvals are received for this Project in a timely manner so that the completion date of the construction is not delayed.
* Offeror shall provide a project schedule narrative and a project schedule of 200 to 400 activities in CPM network format. The proposed schedule will run from the contract award date through the required date for substantial completion of construction and all punch list items. The network logic shall be linked, and the logic shall show the general management approach to designing and construction the Project.

(4) Specialized experience and technical competence

(a) Lead Designer Experience and Past Performance

This factor considers the extent of the lead designer’s past experience and the quality of the lead designer’s past performance. The projects presented should also demonstrate the lead designer’s ability to be innovative and creative.

The offeror submits the lead designer’s portfolio of not more than five projects completed in the last (10) ten years (maximum of five pages per project). The narrative shall address the design approach with salient features for each project and discuss how the client’s program, functional, image, mission, economic, schedule, and operational objectives were satisfied by the overall design/planning solution. This section of the submission should include tangible evidence such as certificates, awards, peer recognition, etc. demonstrating design excellence, and provide a client reference contact for each project, including name, title, address, email, phone, and fax numbers. A representative floor plan, a site plan, a building section, or other appropriate drawing, and a minimum of two photographs must be included for each project.

(b) Design Team Qualifications

Demonstrate that the proposed TEAM has the relevant key individual professional qualifications including professional registrations and experience necessary for this project. Show that the TEAM has the required leadership and experience to be responsive to the requirements of this contract, especially concerning the overall Design Project Manager.

(c) Design Team specialized experience and technical competence:

Demonstrate experience and competence in designing large office building renovations that are similar to THIS project, particularly in the areas of HVAC, electrical, fire safety, plumbing, hazard material abatement and space planning and programming. Demonstrate experience, understanding and capabilities to implement a mechanical and electrical systems modernization that builds in design flexibility, that is economically feasible, to accommodate future changes and conversions of space with a mixture of closed office space and an open office plan. Demonstrate experience and capabilities to design using the best technology in all areas of work such as documentation management, use of metric units, and energy management. Demonstrate experience and capability of working with the owner and tenants, to design within the available budgets, and the ability to guide, track and advise tenants in the use of a strict tenant improvement cost allowance.

(5) Small Business Utilization

(a) GSA is committed to supporting the Small Business Program. These commitments extend to Historically Underutilized Business Zones (HUBZone), Small Business (SB), Small Disadvantage Business (SDB), Women-Owned Small Business (WOSB), Veteran-Owner Small Business (VOSB), and Service Disabled Veteran- Owned Small Business (SDVOSB). Large business will be required to submit a subcontracting plan for this evaluation sub-factor. This subcontracting plan only applies to work performed in the United States and its possessions.

(b) *[CO Instruction: GSA's Fiscal Year 2021 national Subcontracting Goals percentages have been provided below. COs should review* [*OSDBU Subcontracting Goals*](https://insite.gsa.gov/services-and-offices/staff-offices/office-of-small-and-disadvantaged-business-utilization-osdbu/subcontracting-program/subcontracting-goals) *for the latest GSA national subcontracting goals and update the underlined percentages as necessary.]*

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

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

**SUBFACTOR – PAST PERFORMANCE IN UTILIZING THE SMALL BUSINESS PROGRAM**

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

**SUBFACTOR–PARTICIPATION OF SMALL BUSINESS IN THE PERFORMANCE OF THIS CONTRACT**

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

**{{IRA Technical Proposal Requirements}}**

**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](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).

(2) Qualifications of Offerors *[****CO Instruction:*** *Delete this paragraph if not used.]*

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.

***[CO Instruction:*** *In accordance with FAR 9.505-4(b), include the following language if a contractor (e.g., Construction Management contractor) may gain access to proprietary information of other companies in performing advisory and assistance services for the Government (e.g., serving as a non-voting technical advisor to a source selection board).*

*(Please note non-government advisors cannot complete inherently governmental functions.)*

*Delete the following language if a contractor (e.g., Construction Management contractor) will not gain access to proprietary information of other companies in performing advisory and assistance services for the Government.]*

(3) Proprietary Information Agreement(s)

Offerors are advised that employees of the firm(s) identified below may require access to your firm’s proprietary information in performing advisory and assistance services for the Government under separate contract. These individuals will be authorized access only to such information that is necessary to enable them to perform their respective duties. Such firm(s) are expressly prohibited from competing on the subject acquisition.

***[CO Instruction:***INSERT NAMES, ADDRESSES, EMAIL ADDRESSES AND TELEPHONE NUMBERS OF FIRM(S)*]*

Pursuant to FAR Part 9.505-4(b), these firms must execute an agreement with each offeror that states that they will (1) protect the offerors’ information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it was furnished.

To expedite the evaluation process, each offeror must contact the above-listed firm(s) to effect execution of such an agreement prior to the submission of proposals. **Each offeror must submit copies of any such agreement(s) with their proposal.**

**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 Award Form 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.

# GENERAL PROVISIONS

**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.

**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 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.

**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](http://www.sba.gov/)). For information concerning SBA's surety bond guarantee assistance, contact your SBA District Office.

**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.

**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.

**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.

**Bond Requirements**

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

**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](http://www.cpars.gov/)

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

*(2) CPARS Registration:* Each award requiring an evaluation must be registered in CPARS. The contractor will receive several automated emails. Within thirty days of award, the contractor will receive an email 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](https://www.cpars.gov/lc.htm)) and updated as needed.

*(4) Contractor Representative (CR) Role*: All evaluations will be sent to the Contractor Representative (CR) named on your award. The CR will be able to access CPARS to review and comment on the evaluation. If your CR is not already in the CPARS system, the contracting officer will request the name and email address of the person that will be responsible for the CR role on your award.

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

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

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

**Safeguarding and Dissemination of Controlled Unclassified Information (CUI) Building Information**

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

**{{GSAM 515.37 INFORM}}**

**{{Mega Construction Clause}}**

# FAR/GSAR SOLICITATION PROVISIONS

[**52.211-1**](https://www.acquisition.gov/far/52.211-1)**Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29 (Sep 2023)**

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101–29, and copies of Federal specifications, standards, and product descriptions can be downloaded from the ASSIST website at [*https://assist.dla.mil*](https://assist.dla.mil)*.*

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the ASSIST website identified in paragraph (a) of this provision.

(End of provision)

***[CO Instruction:*** *Remove 52.211-3 if it is not required****]***

[**52.211-3**](https://www.acquisition.gov/far/52.211-3) **Availability of Specifications Not Listed in the GSA Index of Federal** **Specifications, Standards and Commercial Item Descriptions (JUN 1988)**

*(Applicable to solicitations that cite specifications not listed in the Index and are not furnished with the solicitation)*

(a) The specifications cited in this solicitation may be obtained from: GSA Specifications Unit at (202)755-0325. MIL Specifications may be obtained by calling (215) 697-2179.

(b) The request should identify the solicitation number and the specification required by date, title, and number as cited in the solicitation.

[**52.216-1**](https://www.acquisition.gov/far/52.216-1) **Type of Contract (APR 84)**

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

[**52.222-5**](https://www.acquisition.gov/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.

**{{52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction.}}**

**{{52.225-10 Notice of Buy American Requirement-Construction Materials.}}**

**{{52.225-12 Notice of Buy American Requirement-Construction Materials Under Trade Agreements.}}**

**Buy American Exceptions**

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

**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.

**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](https://www.acquisition.gov/browse/index/far)

| NUMBER | TITLE | DATE |
| --- | --- | --- |
| 52.204-22 | Alternative Line Item Proposal | JAN 2017 |
| 52.214-34 | Submission of Offers in the English Language | APR 1991 |
| 52.215-16 | Facilities Capital Cost of Money | JUN 2003 |
| 52.219-4 | Notice of Price Evaluation Preference for HUBZone Small Business Concerns | OCT 2022 |
| 52.236-28 | Preparation of Proposals - Construction | OCT 1997 |

**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.

**GSAR 552.252-5 Authorized Deviations in Provisions (Nov 2021)(DEVIATION FAR 52.252-5)**

*[****CO Instruction:*** *Delete this provision if no deviations are included in the solicitation (e.g., PLA Deviation). If this provision is deleted, also delete it from the Table of Contents.]*

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

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

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

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

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

**Small Business Subcontracting Plan**

A Small Business Subcontracting Plan, as required under FAR 52.219-9, is/is not required to be submitted with offers.

***[CO Instruction:*** *Indicate whether a Small Business Subcontracting Plan is/ is not required under FAR 52.219-9.*

**{{PLA Solicitation Clause}}**

**Requiring Certified Cost or Pricing Data [15.403-4]**

***[CO Instruction:*** *Please read the entire FAR 15.403-4 for applicability. The Contracting Officer shall obtain certified Cost or Pricing Data only if the CO concludes that none of the exceptions in FAR 15.403-1(b) applies.****]***

**Additional Provisions**

***[CO Instruction:*** *Insert additional solicitation provisions here. Review Section V for clauses that are incorporated in both the solicitation and contract award document. Delete if not used.]*

***[CO Instruction:*** *Insert additional solicitation provisions (below) per GSAR2015-G503, Construction Contract Administration, if applicable]****:***

**GSAR 552.236-74,** **Evaluation of Options (Mar 2019)** *[CO Instruction: Insert a provision, Evaluation of Options, in solicitations for fixed-price construction contracts when the solicitation contains an option clause and options will be included in the evaluation for award purposes]*

**GSAR Clause 552.236-77, Government’s Right to Exercise Options (Mar 2019)** *[CO Instruction: Insert a clause substantially the same as the clause at 552.236-77, Government’s Right to Exercise Options, in solicitations and contracts for construction that include options.]*

# V. INSTRUCTIONS AND CLAUSES

**FAR 52.215-1 Instructions to Offerors – Competitive Acquisition (NOV 2021)**

(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](https://www.acquisition.gov/far/52.215-5#FAR_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](https://www.acquisition.gov/far/52.225-17#FAR_52_225_17), Evaluation of Foreign Currency Offers, is included in the solicitation.

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

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

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

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

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

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

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

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

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

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

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

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

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR [15.306](https://www.acquisition.gov/far/15.306#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 a 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 products, the make and model of the product 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.

**Security Requirements**

***[CO Instruction:*** *In accordance with* [GSAR 511.171](https://www.acquisition.gov/gsam/part-511#GSAM_511_171)*, Requirements for GSA Information Systems:*

*(a) CIO Coordination. The contracting officer shall ensure the requirements office has coordinated and identified possible CIO policy inclusions with the GSA IT prior to publication of a Statement of Work, or equivalent as well as the Security Considerations section of the acquisition plan to determine if the CIO policies apply. The CIO policies and GSA IT points of contact are available on the Acquisition Portal at* [*https://insite.gsa.gov/itprocurement*](https://insite.gsa.gov/itprocurement)*.*

*(b) GSA Requirements. For GSA procurements (contracts, actions, or orders) that may involve GSA Information Systems, excluding GSA’s government-wide contracts e.g. Federal Supply Schedules and Governmentwide Acquisition Contracts, the contracting officer shall incorporate the coordinated Statement of Work or equivalent including the applicable sections of the following policies into solicitations and contracts:*

*(1)CIO 09-48, IT Security Procedural Guide: Security and Privacy IT Acquisition Requirements; and*

*(2)CIO 12-2018, IT Policy Requirements Guide.*

*(c) Waivers.*

*(1)In cases where it is not effective in terms of cost or time or where it is unreasonably burdensome to include CIO 09-48, IT Security Procedural Guide: Security and Privacy IT Acquisition Requirements or CIO 12-2018, IT Policy Requirements Guide in a contract or order, a waiver may be granted by the Acquisition Approving Official in accordance with the thresholds listed at* [*507.103*](https://www.acquisition.gov/gsam/part-507#GSAM_507_103)*(b), the Information System Authorizing Official, and the GSA IT Approving Official.*

*(2)The waiver request must provide the following information-*

*(A)The description of the procurement and GSA Information Systems;*

*(B)Identification of requirement requested for waiver;*

*(C)Sufficient justification for why the requirements should be waived; and*

*(D)Any residual risks that will be encountered by waiving the requirements.*

*(3)Waivers must be documented in the contract file.*

*(d) Classified Information. For any procurements that may involve access to classified information or a classified information system, see subpart* [*504.4*](https://www.acquisition.gov/gsam/part-504#GSAM_Subpart_504_4) *for additional requirements.****]***

**Additional Clauses**

***[CO Instruction:*** *Insert additional clauses here. Delete if not used.]*

# VI. METHOD OF AWARD

**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:

***[CO Instruction:*** *Insert non-price evaluation factors, such as (1) experience; and (2) past performance (see FAR 15.304); include them in descending order of importance. The actual weight of the factors may also be published. The following is an example, modify as required.]*

(a) Past Performance

(b) Experience

(c) Technical and Management Approach

(d) Specialized Experience and Technical Competence

(e) Small Business Utilization

(2) Non-Price Factors, when combined, are significantly more important than/significantly less important than/equal in importance to Total Evaluated Price.

(3) Tradeoff Information *[****CO Instruction:*** *Insert any appropriate tradeoff information as needed.]*

**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.

***[CO Instruction:*** *Select the appropriate price provision (Price Reasonableness or Price Realism) and delete the other one.]*

**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.

***OR***

**Price Analysis and Price Realism Analysis**

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

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

**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.

**Total Evaluated Price**

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

***[CO Instruction:*** *Insert pricing formula based upon CLIN numbers assigned in Agreement Pricing Form.]*

**Non-Price Factors**

*[****CO Instruction:*** *Insert appropriate non-price factors. Ensure that technical proposal factors listed in the ‘Technical Proposal’ paragraph in Section II are in keeping with what is listed here.]*

(1) Past Performance

1. Past performance will be evaluated as a predictor of the Offeror’s compliance with contract requirements and overall quality of performance.
2. Past performance will be evaluated on the basis of information received by the Contracting Officer concerning the Offeror's performance on other contracts, including information not submitted by the Offeror. If the Contracting Officer becomes aware of required past performance information omitted from the Offeror's proposal, the Contracting Officer may draw a negative inference from the omission of such information.
3. This factor will be evaluated based upon the written responses to the RFP by the Offeror and by the evaluation of responses of references recommended by the Offeror. The Government also reserves the right to use other government data available in its assessment of the offeror. The quality of the offeror’s past performance in carrying out the work of a comparable nature with reference to such aspects as quality of services rendered, control of exigencies (changes and claims), budget control, timeliness, business integrity and technical success are part of the consideration. The effectiveness of the offeror’s management of the administrative aspects of performance, their willingness to cooperate with or assist with routine matters and unexpected difficulties will also be evaluated. In accordance with FAR 15.306, the offeror will be given the opportunity to respond to adverse past performance information.

(2) Experience

1. Experience will be evaluated as an indicator of the Offeror's capacity to perform the Contract contemplated by this Solicitation.
2. Experience will be evaluated on the basis of information submitted by the Offeror indicating completion of projects of similar size, complexity, and scope. If the Offeror materially misrepresents information relating to its experience, the Contracting Officer may reject the proposal.

(3) Technical and Management Approach

1. Technical and Management Approach will be evaluated as an indicator of the Offeror's understanding of the project requirements.
2. Technical and Management Approach will be evaluated on the basis of the information submitted by the Offeror indicating understanding of the schedule, performance criteria including LEEDS certification and budget constraints. The Offeror’s understanding of the risks associated with this type of project including availability of resources to perform the work.
3. The Quality Control Plan must demonstrate a commitment to quality design and construction and procedures for mitigating problems due to design omissions and errors. The Offeror must also have a logical, full coordinated and concise Management Plan and Schedule. If the Offeror materially misrepresents information relating to its experience, the Contracting Officer may reject the proposal.

(4) Specialized Experience and Technical Competence

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

(5) Small Business Utilization

1. Large Business firms will be evaluated against the stated goals with more credit given to firms that exceed these goals.
2. The standard has been met when the Offeror demonstrates satisfactory past performance in utilizing HUBZone, SB, SDB, WOSB, VOSB, and SDVOSB firms.

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

**{{IRA Non-Price Factors}}**

**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.

***[CO Note:*** *Evaluation of parties to a Joint Venture should be limited to information on those parties to the Joint Venture whose responsibilities or financial obligations have not been limited by the terms of the Joint Venture. If a Joint Venture limits a party's responsibilities of financial obligation, information on that party should not be evaluated.]*