Construction Contract for: Keating Courthouse Hardening Phase II-Construction

The Solicitation

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I. General Information

I.A. The Solicitation and Contract

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

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

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

I.B. List of Solicitation Documents

The Solicitation Documents are comprised of:

(1) The Solicitation

(2) Offeror Representations and Certifications Form

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

(4) The Agreement and Attachments to the Agreement

(5) Other Forms Required For Submission with Proposals

a) Attachment 5 Experience on Similar Projects Offeror Form

b) Attachment 6 PBS Past Performance Questionnaire

c) Attachment 7 Key Personnel Form

d) Attachment 8 Bid Bond SF24-23a

e) Attachment 9 Contractors Qual and Financial Info GSA527-21a

(6) Other Attachments

a) Attachment 1 SOW CHH P2

b) Attachment 2 CUI Keating Hardening Phase II_DRAWINGS_20251203

c) Attachment 3 CUI Keating Hardening Phase II_SPECIFICATIONS_20251203

d) Attachment 4 Keating CHH Phase 2_Pre-Bid Addendum #1

e) Attachment 10 WD Monroe NY20260010

f) Attachment 11 Safeguarding and Dissemination of Controlled Unclassified Information (CUI) Building Information

I.C. Authorized Representatives

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

Authorized Representative Information:
Contracting Officer's Information
Name: Kyle Cole
Address: 100 State St, Rochester, NY 14614
Telephone: (720) 481-7787
Email: kyle.cole@gsa.gov

I.D. Pre-Proposal Conference

Date: TBA
Time: TBA
Location: 100 State St, Rochester, NY 14614
RSVP: email kyle.cole@gsa.gov at least one business day prior of the pre-proposal conference to confirm your attendance.

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

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

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

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

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

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

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

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

I.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 5:00 pm local time on the following date and at the following address.

Date: August 24th, 2026
Address: must be sent via email ONLY to kyle.cole@gsa.gov

II. Proposals

II.A. Proposal Contents

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

1. Price Proposal
   a) 47PC5326R0021 Form
2. Technical Proposal
   a) Attachment 5 Experience on Similar Projects Offeror Form
   b) Attachment 6 PBS Past Performance Questionnaire
   c) Attachment 7 Key Personnel Form
3. Representations and Certifications
4. Standard Form 24, Bid Bond
   a) Attachment 8 Bid Bond SF24-23a
5. GSA Form 527 – Contractor’s Qualification and Financial Information

a) Attachment 9 Contractors Qual and Financial Info GSA527-21a

II.B. Proposal Format

Proposals submitted shall include all of the contents referred to in II.A. along with additional copies as noted. Proposals shall not exceed any page limits included in their respective sections as discussed in section II of this solicitation.

II.C. Price Proposal

(1) Contents

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

(2) Qualifications, Exclusions and Conditions

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

(3) Additional Proposal Requirements

As noted earlier, all proposals must be submitted electronically via email to

kyle.cole@gsa.gov.

II.D. Technical Proposal

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

(1) Experience on Similar Projects

This factor will consider the extent of the contractor's experience with the construction of exterior building renovations.

Contractors shall submit Attachment 5 –Experience on Similar Projects Offeror Form for three (3) completed contracts/task orders (government or commercial) for building construction projects performed within the past ten (10) years. All three projects must have a minimum construction cost of one million dollars ($1,000,000) each. All must have been successfully and substantially completed within the past ten (10) years and be similar in size, complexity and scope as this project. The Offeror must have served as the Prime contractor on the submitted projects. Projects determined to be not relevant or only partially relevant will receive no credit resulting in an unacceptable rating for this factor. If the contractor provides more than three contracts/task orders, the

SSEB will only review the first three submitted based on chronology starting with the most recent contract/task order completion date.

Similar size, Complexity and Scope is defined as: Building construction described earlier under Description of the Work [see paragraph 1], with equipment similar in complexity. This includes major modernization of office buildings, courthouses, or acceptable institutional buildings. Acceptable institutional buildings are buildings built for schools, colleges, hospitals, laboratories and airports. Construction within an occupied and operational site, campus or multi-story building. Complexity includes schedule constraints, management and administrative requirements, security requirements, coordination requirements, local conditions, as well as technical complexity.

(2) Key Personnel

This factor evaluates the Offerors' demonstrated qualifications of the key personnel.

The offeror shall submit resumes for each of the key personnel listed below. Resumes shall include all pertinent information that clearly exhibits the qualifications of the proposed personnel. Resumes for everyone shall summarize the qualifications, professional designation, experience, education, skills and professional background information. Resumes must list the key personnel's roles/responsibilities for the projects listed. An example resume format is provided as Attachment 7. If subcontractors are to be used, indicate what work will be subcontracted and the names of the proposed subcontractors, including commitments that have been made with them. Provide resumes indicating relevant experience for the proposed subcontractors. Submit resumes for the following positions:

• Project Manager

• Construction Superintendent

Expected Qualifications for Key Personnel:

• Project Manager: The Project Manager shall have at least six (6) years of construction project management experience having managed projects similar in size, complexity, and scope.

• Construction Superintendent: The Construction Superintendent shall have a

minimum of six (6) years of construction experience as a superintendent on projects of similar size, complexity and scope.

(3) Past Performance of Offeror

The Past Performance will be evaluated based on the degree to which the contractor's:

a. Past Performance reflects performance of projects similar in size, scope, and complexity to the requirements contained in the drawings and specifications. In conducting the past performance assessment, the Government may use data obtained from other sources, as well as that provided in the proposal.

b. Past Performance references are current (within the last ten years) and the degree to which the contractor's role and responsibilities under the projects are similar in size, scope and complexity to the requirements contained in the drawings and specifications.

c. Past Performance references reflects that the contractor consistently meets or exceeds performance standards regarding meeting work schedules, providing specified services, meeting contract terms without failure or resolving issues immediately.

d. It is encouraged, although not required, that the past performance references provided are associated with the projects provided under Technical Evaluation Factor 1, Experience.

e. In the case of a contractor without a record of past performance, the contractor will be evaluated neither favorably nor unfavorably on past performance, resulting in a neutral rating.

Independent References:

Each offeror will be required to provide three (3) completed past performance questionnaires (see Attachment 6) prepared by the Owner or the Contracting Officer (CO)/Contracting Officer's Representative (COR) for each contract/task order (Government or commercial) for renovation and/or modernization contracts/orders performed within the past six years in facilities similar in size, scope and complexity as this project. The contractor must have been the prime contractor of these contracts/task orders. Contractors are required to submit reliable** references for all submitted contracts/task orders.

Similar size, Complexity and Scope is defined as: Building construction described earlier under Description of the Work [see paragraph 1], with equipment similar in complexity. This includes major modernization of office buildings, courthouses, or acceptable institutional buildings. Acceptable institutional buildings are buildings built for schools, colleges, hospitals, laboratories and airports. Construction within an occupied and operational site, campus or multi-story building. Complexity includes schedule constraints, management and administrative requirements, security requirements, coordination requirements, local conditions, as well as technical complexity.

The Offeror must submit a Past Performance Questionnaire (PPQ) (included in the solicitation as Attachment 6, completed by the applicable client, for each project included in its proposal for Factor 3. 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 kyle.cole@gsa.gov prior to proposal closing date. Offerors may resubmit questionnaires previously submitted with other proposals or may obtain an updated/new PPQ from a client for any submission.

Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs. Also include performance recognition documents received within the last ten (10) 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

II.E. Other Information to Submit with Proposal

(1) Representations and Certifications

Offerors are reminded their SAM registration status must be “Active”, at the time their offer is submitted, to be considered for award (see FAR 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. In accordance with FAR 52.204-90 (GSA Class Deviation RFO-2025-04), if an Offeror will not have an active Federal Government contracts registration in SAM when submitting its offer, it shall complete paragraphs (c) and (d) of FAR 52.204-90 and include its responses with its offer. Offerors shall also submit with their proposal, the completed provisions identified in Section IV of this solicitation.

(2) Qualifications of Offerors

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

(3) Proprietary Information Agreement(s)

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.

Pursuant to FAR Part 9.505-4(b)*(GSA Class Deviation RFO-2025-09)*, A contractor that gains access to proprietary information of other companies in performing advisory and assistance services for the Government must agree with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. The contracting officer must obtain copies of these agreements and ensure that they are properly executed

II.F. Requirements of Joint Venture Offerors

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

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

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

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

III. General Provisions

III.A. Availability of Funds

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

III.B. Requests for Clarification or Interpretation

The Government will attempt to answer all requests for clarifications or interpretations of the Solicitation Documents prior to the date set for receipt of offers, but do not warrant that all such requests will be answered within 30 calendar days. Prospective Offerors should make such requests not less than 30 calendar days prior to the date set for receipt of offers.

III.C. Notice to Small Business Firms

A program for the purpose of assisting qualified small business concerns in obtaining certain bid, payment, or performance bonds that are otherwise not obtainable is available through the Small Business Administration (SBA) (Small Business Administration). For information concerning SBA's surety bond guarantee assistance, contact your SBA District Office.

III.D. Information Concerning the Disclosure of Solicitation Results

This acquisition is being conducted under the provisions of FAR Part 15(GSA Class Deviation RFO-2025-15) as a negotiated procurement. In accordance with FAR 3.104 (GSA Class Deviation RFO-2025-03) and FAR 15.,(GSA Class Deviation RFO-2025-15) 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.(GSA Class Deviation RFO-2025-15).

III.E. Notice Concerning Preparation of Proposals

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

III.F. 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 Individual Surety-Pledge of Assets.

III.G. Contractor Performance Information

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

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

(2) *CPARS Registration:* Each award requiring an evaluation must be registered in CPARS. The contractor will receive several automated emails. Within thirty days of award, the contractor will receive an 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) and updated as needed.

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

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

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

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

III.H. Safeguarding 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.

IV. FAR/GSAR Solicitation Provisions

FAR 52.216-1 Type of Contract (NOV 2025)

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

FAR 52.222-5 Construction Wage Rate Requirements—Secondary Site of the Work (NOV 2025)(GSA Class Deviation RFO-2025-16)

(a)(1) The offeror must 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.

Buy American Requirements

FAR 52.225-9 Buy American-Construction Materials (FEB 2021)

(a) Definitions. As used in this clause—

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is–

(i) A commercial item (as defined in paragraph (1) of the definition at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Construction material" means an article, material, or supply brought to the construction

site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if–

(A) The cost of its components mined, produced, or manufactured in the

United States exceeds 55 percent of the cost of all its components.

Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws. Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States.

Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the

determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners. Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements. "United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C.chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

none

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable. The cost

of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent; (ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers: Foreign and Domestic Construction Materials Price Comparison Construction Material Description Unit of Measure Quantity Price (Dollars)* Item 1: Foreign Construction Material Domestic Construction Material Item 2: Foreign Construction Material Domestic Construction Material

[* Include all delivery costs to the construction site and any applicable duty

(whether or not a duty-free entry certificate is issued)].

[List name, address, telephone number, and contact for suppliers surveyed.

Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

(End of clause)

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 33.101 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

(End of Provision)

The following provisions are incorporated by reference:

NUMBER	TITLE	DATE
52.204-7	System for Award Management-Registration	NOV 2024

NUMBER	TITLE	DATE
52.204-7	System for Award Management-Registration	NOV 2024
52.214-34	Submission of Offers in the English Language	APR 1991
52.215-16	Facilities Capital Cost of Money	JUN 2003

GSAR 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.

V. Instructions and Clauses

V.A. 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, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial 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.

V.B. FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026) (GSA Class Deviation RFO-2025-22)

(a) Definitions. As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

V.C. Additional Clauses

a) FAR 52.240-90 Security Prohibitions and Exclusions Representations and Certifications (NOV 2025) (GSA Class Deviation RFO-2025-09)

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

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) Procedures.

(1) Covered telecommunications and video surveillance. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(2) FASCSA Orders.

(i) The Offeror shall search in SAM for the phrase “FASCSA order” for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) Covered telecommunications equipment or services representations. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror’s possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) FASCSA Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror’s possession but does not need to include an internal or third-party audit.

(e) Sudan certification. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror’s possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) Iran Representation and Certifications.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) Disclosure.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) Executive agency review of disclosures. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

(b) GSAR Clause 552.211-10, Commencement, Prosecution, and Completion of Work (Mar 2019)

(c) GSAR Clause 552.211-12, Liquidated Damages-Construction (Mar 2019)

(d) GSAR Clause 552.211-13, Time Extensions (Mar 2019)

(e) GSAR Clause 552.211-70, Substantial Completion (Mar 2019

(f) GSAR Clause 552.232-5, Payment Under Fixed Price Construction Contracts (Mar 2019

(g) GSAR Clause 552.236-6, Superintendence by the Contractor (Mar 2019)

(h) GSAR Clause 552.236-11, Use and Possession Prior to Completion (Mar 2019

(i) GSAR Clause 552.236-15, Schedules for Construction Contracts (Mar 2019)

(j) GSAR Clause 552.236-21, Specifications and Drawings for Construction (Mar2019)

(k) GSAR Clause 552.236-70, Authorities and Limitations (Mar 2019)

(l) GSAR Clause 552.236-71, Contractor Responsibilities (Mar 2019)

(m) GSAR Clause 552.236-72, Submittals (Mar 2019)

(n) GSAR Clause 552.236-73, Subcontracts (Apr 1984)

(o) GSAR Clause 552.243-71, Equitable Adjustments (Mar 2019)

VI. Method of Award

VI.A. Evaluation of Offers

(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 the acceptability standards for non-price factors. Proposals will be evaluated for acceptability but will not be ranked using the non- 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 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.

(5) 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.

(6) Unsuccessful offerors will be notified in accordance with FAR 15 (GSA Class Deviation RFO-2025-15).

(7)To the extent consistent with law, GSA may use artificial intelligence tools to assist in its review of proposals and/or documentation of evaluations.

VI.B. Lowest Price Technically Acceptable Evaluation Process

(1) The Government will evaluate all technical proposals on a pass/fail basis to determine all offers that meet the minimum technically acceptable requirements. Failure to meet a requirement may result in an offer being determined technically unacceptable. An unacceptable rating for any one factor makes the entire proposal unacceptable. 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 the acceptability standards for non-price factors. (3) The following non-price factors will be evaluated for acceptability:

(a) Factor 1 - Experience on Similar Projects

Evaluation Criteria: This factor evaluates the extent of the Offeror’s past experience as a firm in providing similar construction services to determine the firm’s experience in completing the tasks detailed in the performance work statement.

Acceptability Standard (Pass): This factor will consider the extent of the contractor's experience with the construction renovations. Contractors shall submit Attachment 5 –Experience on Similar Projects Offeror Form for three (3) completed contracts/task orders (government or commercial) for building construction projects performed within the past ten (10) years. All three projects must have a minimum construction cost of one million dollars ($1,000,000) each. All must have been successfully and substantially completed within the past ten (10) years and be similar in size, complexity and scope as this project. The Offeror must have served as the Prime contractor on the submitted projects. Projects determined to be not relevant or only partially relevant will receive no credit resulting in an unacceptable rating for this factor. If the contractor provides more than three contracts/task orders, the SSEB will only review the first three submitted based on chronology starting with the most recent contract/task order completion date. Similar size, Complexity and Scope is defined as: Building construction described earlier under Description of the Work [see paragraph 1], with equipment similar in complexity. This includes major modernization of office buildings, courthouses, or acceptable institutional buildings. Acceptable institutional buildings are buildings built for schools, colleges, hospitals, laboratories, and airports. Construction within an occupied and operational site, campus, or multi-story building. Complexity includes schedule constraints, management and administrative requirements, security requirements, coordination requirements, local conditions, as well as technical complexity.

Acceptable: Contractor's prior experience in the technical proposal reflects contracts/task orders that are similar in size, scope, and complexity to the requirements contained in the specifications of the solicitation in all cases. The experience described is for three (3) contracts/task orders which are successfully and substantially complete within the past ten (10) years.

Unacceptable: Contractor's prior experience in the technical proposal does not satisfy the requirements contained in the solicitation. Such a submission would be lacking essential information necessary to substantiate that the data presented could meet solicitation requirements without major changes to the technical proposal

(b) Factor 2 – Past Performance

Evaluation Criteria: This factor evaluates the past performance of the Offeror to determine responsibility.

Acceptability Standard: The Past Performance will be evaluated based on the degree to which the contractor's: a. Past Performance reflects performance of projects similar in size, scope, and complexity to the requirements contained in the drawings and specifications. In conducting the past performance assessment, the Government may use data obtained from other sources, as well

as that provided in the proposal. b. Past Performance references are current (within the last ten years) and the degree to which the contractor's role and responsibilities under the projects are similar in size, scope and complexity to the requirements contained in of the in the drawings and specifications. c. Past Performance references reflects that the contractor consistently meets or exceeds performance standards regarding meeting work schedules, providing specified services, meeting contract terms without failure or resolving issues immediately. d. It is encouraged, although not required, that the past performance references provided are associated with the projects provided under Technical Evaluation Factor 1, Experience. e. In the case of a contractor without a record of past performance, the contractor will be evaluated neither favorably nor unfavorably on past performance, resulting in a neutral rating. Independent References: Each offeror will be required to provide three (3) completed past performance questionnaires (see Attachment 6) prepared by the Owner or the Contracting Officer (CO)/Contracting Officer’s Representative (COR) for each contract/task order (Government or commercial) for renovation and/or modernization contracts/orders performed within the past ten years in facilities similar in size, scope and complexity as this project. The contractor must have been the prime contractor of these contracts/task orders. Contractors are required to submit reliable** references for all submitted contracts/task orders. Similar size, Complexity and Scope is defined as: Building construction described earlier under Description of the Work [see paragraph 1], with equipment similar in complexity. This includes major modernization of office buildings, courthouses, or acceptable institutional buildings. Acceptable institutional buildings are buildings built for schools, colleges, hospitals, laboratories and airports. Construction within an occupied and operational site, campus or multi-story building. Complexity includes schedule constraints, management and administrative requirements, security requirements, coordination requirements, local conditions, as well as technical complexity. Instructions and procedures for submitting Owner's or CO/COR Past Performance Questionnaires will be provided in the RFP and will ensure the utmost integrity in the submission of these documents. Failure to submit required Owner's or CO/COR's Past Performance Questionnaires will result in an unacceptable or a neutral rating for this technical evaluation factor. **The term "reliable" relates to the ability of the SSEB to contact these references. GSA will expend a reasonable amount of time and effort to contact those submitted as references. Be advised that references may be contacted. Current e-mail addresses should also be provided for references when available to facilitate contact by the SSEB. Other project references may be considered. Note that GSA may not limit its reference contacts to those provided by the contractor; instead, GSA may choose to contact references independent of those provided. Other sources include government-wide past performance evaluation systems such as the Contractor Performance Assessment Reporting System (CPARS).

Acceptable: Contractor’s Past Performance records submitted and reviewed reflect exceptional, very good, or satisfactory performance ratings on

contracts/task orders that are similar in size, scope, and complexity to the requirements contained in the solicitation in all cases. The records and references for past performance described is for three (3) contracts/task orders performed within the past ten (10) years in which the contractor is the prime contractor. The contractor consistently exceeds performance standards with regard to meeting work schedules, providing specified services, meeting contract terms without failure or resolving issues immediately.

Unacceptable: Contractor's Past Performance records submitted and reviewed reflect unsatisfactory performance ratings on contracts/task orders that are similar in size, scope, and complexity to the requirements contained in the solicitation. Verification of past performance shows the contractor has not consistently met work schedules or has not consistently provided specified services, or has not consistently met contract terms without failure or has not consistently resolved issues immediately, or has not fulfilled other obligations, or has defaulted on at least one (1) contract within the past three (3) years, or has chronically failed to meet contract terms, or the past performance information provided is not relevant to this requirement or is not current. Neutral: No record of relevant past performance or contact information (telephone, facsimile, or electronic mail address) is available and/or is not valid and/or the points of contact or agencies could not be reached. (In accordance with FAR 15.305, Proposal Evaluation (a)(2)(iv), in the case of a contractor without a record of relevant past performance or for whom information on past performance is not available, the contractor may not be evaluated favorably or unfavorably on past performance.)

(c) Factor 3 – Key Personnel

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

Acceptability Standard: The offeror shall submit resumes for each of the key personnel listed below. Resumes shall include all pertinent information that clearly exhibits the qualifications of the proposed personnel. Resumes for everyone shall summarize the qualifications, professional designation, experience, education, skills and professional background information. Resumes must list the key personnel's roles/responsibilities for the projects listed. An example resume format is provided as Attachment 7. If subcontractors are to be used, indicate what work will be subcontracted and the names of the proposed subcontractors, including commitments that have been made with them. Provide resumes indicating relevant experience for the proposed subcontractors. Submit resumes for the following positions:

• Project Manager

• Construction Superintendent

Expected Qualifications for Key Personnel:

• Project Manager: The Project Manager shall have at least six (6) years of construction project management experience having managed projects similar in size, complexity, and scope.

• Construction Superintendent: The Construction Superintendent shall have a minimum of six (6) years of construction experience as a superintendent on projects of similar size, complexity and scope.

The Government will evaluate the required information to determine how well the offeror demonstrates that its key personnel meet or exceed the expectations and minimum qualifications, which include previous satisfactory experience in similar type work, to manage, control and perform construction. Performance of key personnel proposed for this project may be considered when it comes to the attention of the Government.

Acceptable: The offeror provided a detailed staffing plan that met the construction experience technical factor for the two required positions (Project Manager and Construction Superintendent). The staffing plan demonstrates an approach which can meet all requirements and objectives. The approach represented by the staffing plan can be expected to result in satisfactory performance. There are no significant weaknesses. The proposed staffing plan is considered to reflect low/moderate risk in that it is for the most part clear, precise, and supported, and demonstrate a general understanding of all the requirements.

Unacceptable: The experience, skill and qualifications of one or more of the key personnel proposed do not meet the minimum qualifications. The response lacks essential information to substantiate the data presented to the extent that the criteria/requirements can be satisfied. The requirements may only be met with major revisions to the technical proposal. Although strengths may exist, the proposal contains a significant weakness or deficiency. There is an unacceptable level of risk.

VI.C. Determination of Responsibility

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

VI.D. 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 (GSA Class

Deviation RFO-2025-15) 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 (GSA Class Deviation RFO-2025-15). 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.E. Unbalanced Prices

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

VI.F. 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:

Sum of all CLINs = Total Evaluated Price

VI.G. Non-Price Factors

The below listed non-price factors will be evaluated as further described in Section II 'Technical Proposal' and in Section VI.

(1) Experience (Pass/Fail (acceptable/unacceptable)

(2) Past Performance (Evaluated as part of the offeror's responsibility determination).

(3) Key Personnel (Pass/Fail (acceptable/unacceptable)

VI.G. Evaluation of Joint Venture Offerors

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