

Construction Contract for:
Sioux Falls Courthouse IRA Window Replacement
400 S. Phillips Ave,
Sioux Falls, South Dakota 57104-6851
Solicitation No: 47PJ0025R0028

The Solicitation

Table of Contents

- I.** General Information
 - A. The Solicitation and Contract
 - B. List of Solicitation Documents
 - C. Authorized Representatives
 - D. Pre-Proposal Conference
 - E. Estimated Price Range
 - F. FAR 52.228-1 Bid Guarantee
 - G. FAR 52.236-27 Site Visit – Construction
 - H. Receipt of Offers

- II.** Proposals
 - A. Proposal Contents
 - B. Proposal Format
 - C. Price Proposal
 - D. Technical Proposal
 - E. Other Information to be Submitted with Proposal
 - F. Requirements of Joint Venture Offerors

- III.** General Provisions
 - A. Availability of Funds
 - B. Requests for Clarification or Interpretation
 - C. Notice to Small Business Firms
 - D. Information Concerning the Disclosure of Solicitation Results
 - E. Affirmative Procurement Program
 - F. Notice Concerning Preparation of Proposals
 - G. Bond Requirements
 - H. Contractor Performance Information
 - I. Safeguarding and Dissemination of Controlled Unclassified Information (CUI) Building Information

- IV.** FAR/GSAR Solicitation Provisions
 - A. FAR 52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR 101-29
 - B. FAR 52.211-3, Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Items Description
 - C. FAR 52.216-1 Type Of Contract
 - D. FAR 52.222-5 Construction Wage Rate Requirements-Secondary Site of Work
 - E. FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction
 - F. Buy American Requirements
 - G. Buy American Exceptions
 - H. FAR 52.233-2 Service of Protest
 - I. FAR 52.252-1 Solicitation Provisions Incorporated by Reference
 - J. GSAR 552.102 Incorporating Provisions and Clauses by Reference
 - K. GSAR 552.252-5 Authorized Deviations in Provisions (Nov 2021)(DEVIATION FAR 52.252-5)
 - L. Additional Provisions

- V. Instructions to Offerors and Clauses**
 - A. FAR 52.215-1 Instructions to Offerors – Competitive Acquisition
 - B. Security Requirements
 - C. Additional Clauses

- VI. Method Of Award**
 - A. Evaluation of Offers
 - B. Determination of Responsibility
 - C. Price Reasonableness
 - D. Unbalanced Price
 - E. Total Evaluated Price
 - F. Non Price Factors
 - G. Evaluation of Joint Ventures

I. General Information

I.A. The Solicitation and Contract

(1) This Solicitation is set-aside for Small Businesses in accordance with FAR 19. This Solicitation sets forth requirements for proposals for a Contract to construct the Project described in the 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.

Note: The Inflation Reduction Act of 2022 (IRA), Pub. L. No. 117-169, enacted in August 2022, provided GSA with significant funding for (a) measures necessary to convert facilities to high-performance green buildings, (b) acquisition and installation of construction materials and products with substantially lower levels of embodied greenhouse gas emissions, and (c) emerging and sustainable technologies. The Contract resulting from this Solicitation will be funded in part by IRA appropriations, and it contains numerous IRA-specific requirements. Requirements include, but are not limited to, requirements regarding pricing, invoicing, submittals, materials, and construction. In addition, please note that this Solicitation contains an evaluation factor favoring certain construction materials with the lowest possible levels of embodied carbon. Offerors shall carefully review this Solicitation, the Agreement, the Statement of Work, the Specifications, and the Drawings. Offerors are responsible for accurately pricing and, if successful, fully performing all Contract requirements.

I.B. List of Solicitation Documents

The Solicitation Documents are comprised of:

- (1) The Solicitation
 - i. 25R0028 Bid Sheet
 - ii. 25R0028 IRA Sustainability Factor Table
- (2) Statement of Work Dated 15 January 2025 (With 15 Associated Attachments)
- (3) 47PJ0025R0028 CONSTRUCTION SET SPECIFICATIONS
- (4) 47PJ0025R0028 CONSTRUCTION SET DRAWINGS
- (5) Offeror Representations and Certifications Form
- (6) Standard Form (SF) 1442 – 47PJ0025R0028– Solicitation Offer and Award
- (7) The Agreement

I.C. Authorized Representatives

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

I.B.1 Contracting Officer	
Name:	Sarah Callies
Address:	One Denver Federal Center Bldg. 41, Lakewood, Colorado 80225
Telephone:	303-880-5133
Email:	sarah.callies@gsa.gov
I.B.2 Alternate Point of Contact	
Name:	H. Christine Allen
Address:	One Denver Federal Center Bldg. 41, Lakewood, Colorado 80225
Email:	christine.allen1@gsa.gov
I.B.3 Alternate Point of Contact	
Name:	Jalen Scandrett
Address:	One Denver Federal Center Bldg. 41, Lakewood, Colorado 80225
Email:	jalen.scandrett@gsa.gov

I.D. Pre-Proposal ConferenceDate: ~~29 January 2025~~ **27 February 2025**

Time: 10:00 AM (CT)

Location: 400 S. Phillips Ave, Sioux Falls, South Dakota 57104-6851

I.E. Estimated Price Range

Between \$5,000,000 and \$10,000,000 (FAR 36.204)

I.F. 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

AM-0001

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.G. FAR 52.236-27 Site Visit – Construction (Feb 95)

(1) The clauses at FAR [52.236-2](#), Differing Site Conditions, and FAR [52.236-3](#), Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, Offerors are urged and expected to inspect the site where the work will be performed.

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

Date: ~~29 January 2025~~ **27 February 2025**

Start Time: 10:00AM (CT-- Sioux Falls, SD)

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 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. The meeting location will be in the front of the main entrance of the Sioux Falls Federal Courthouse located at 400 S. Phillips Ave, Sioux Falls, South Dakota 57104-6851.

Submit site visit authorization requests to the point of contact listed below by no later than close of business on ~~23 January 2025~~ **20 February 2025**. Confirmation with Site Visit details will be provided via email upon receipt of request. It is the responsibility of the Offeror to follow-up if a confirmation is not received.

Request for site visit attendance should be sent to:

1. Name: Justin Gartland
 Email: justin.gartland@gsa.gov

2. Name: Chad Andrews
 Email: chad.andrews@gsa.gov

I.H. Receipt of Offers

(1) In order to be considered for award, offers conforming to the requirements of the Solicitation must be received electronically via email to the below POCs by no later than **2:00 pm Mountain Time on 27 February 2025 27 March 2025**:

Date:	
(1) POC:	Sarah Callies
Email:	sarah.callies@gsa.gov
Address:	One Denver Federal Center Bldg. 41, Lakewood, Colorado 80225

AM-0001

(2) POC:	Christine Allen
Email:	christine.allen1@gsa.gov
(3) POC:	Jalen Scandrett
Email:	jalen.scandrett@gsa.gov

(2) Offers sent by mail shall not be accepted.

(3) The Government will make every effort to verify receipt of proposals with a return email. If confirmation is not received, it is the responsibility of the offerors to confirm with the POCs above prior to the due date and time for offers.

I.I. Request for Information/Questions

Contractors are encouraged to submit any questions generated during the site visit or review of the documents in writing (email) to the GSA Authorized Representatives via email by no later than close of business on ~~13 February 2025~~ **06 March 2025**. The Government will make every effort to fully respond to your questions and provide responses by ~~13 February 2025~~ **13 March 2025**. Please plan your proposals accordingly.

GSA Authorized Representative emails:

Date:	
(1) POC:	Sarah Callies
Email:	sarah.callies@gsa.gov
Address:	One Denver Federal Center Bldg. 41, Lakewood, Colorado 80225
(2) POC:	Christine Allen
Email:	christine.allen1@gsa.gov
(3) POC:	Jalen Scandrett
Email:	jalen.scandrett@gsa.gov

II. Proposals

II.A. Proposal Contents

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

1. Cover Sheet
2. Technical Proposal
3. Price Proposal (SF 1442 and Attachment 2-Pricing Sheet)
4. Representations and Certifications
5. Standard Form 24, Bid Bond

II.B. Proposal Format

AM-0001

Offerors shall submit a separate Cover Letter/Transmittal Sheet, Technical Proposal, Price Proposal, Representations and Certifications, and Bid Bond. All Proposals shall be in a legible font of Times New Roman (or similar) greater than 11 point. Proposals must not exceed 20 pages total (excluding the material data/EPD required under Factor 4).

The Cover Letter/Transmittal sheet shall include:

- (a) The solicitation number 47PJ0025R0028
- (b) The name, address, phone numbers, and e-mail addresses of the offeror.
- (c) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish all items upon which prices are offered at the price set opposite each item and acknowledge all amendments to the solicitation.
- (d) Names, titles, phone numbers, and e-mail addresses of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation, and;
- (e) Name, title, and signature of person authorized to sign the proposal.

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

In order to be considered for award, proposals must be received electronically via email at the addresses identified in section I.H. no later than 2:00PM (MT) on ~~27 February 2025~~ **27 March 2025**. Proposals shall be emailed to the three (3) POCs identified in section I.H. above. Offerors are responsible for confirming receipt with the Government POCs.

II.C. Price Proposal

(1) Contents

The Price Proposal shall consist of the excel 'Attachment 2- Pricing Sheet' with prices indicated for each price element and the completed/signed Standard Form 1442 (Blocks 14 – 20) with total offer price indicated in Block 17. All amendments must be acknowledged in Block 19 of the SF 1442. The name and title of the person authorized to sign must be clearly indicated in Blocks 20a-c of the SF 1442.

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.

(2) Additional Proposal Requirements:

GSA is required to track spending for each of the three appropriations it received under the Inflation Reduction Act of 2022 (IRA) -- for low-embodied carbon (LEC) materials, emerging and sustainable technologies, and high-performance green building measures -- and has established "budget activities" for each of these appropriations. A contract line item number (CLIN) for each of these budget activities has been included in the Agreement as necessary. In addition, subCLINs will be used to track spending on each of the LEC materials designated for IRA funding -- asphalt, concrete, glass, and steel. Offerors must include separate prices for IRA work under the corresponding IRA CLINs and subCLINs. Note: Only glass materials are relevant to this order.

Amounts for the IRA CLIN should reflect all expenses necessary to accomplish acquisition and installation of IRA work elements. A list of possible expenses follows below; this list is not exhaustive.

- Expenses of acquiring and transporting products and materials required for IRA-funded work to the construction site;
- Labor, general and administrative expenses, and overhead and profit reasonably attributable to installation of IRA-funded work;
- Expenses for materials, tools, riggings and equipment (including safety equipment) required to install IRA-funded work;
- Design, submittal and documentation expenses reasonably attributable to IRA-funded work;
- Demolition and disposal expenses reasonably necessary for and attributable to IRA-funded work
- Expenses necessary to return space to its condition preceding IRA-funded work;
- Environmental remediation expenses required in execution of IRA-funded work; and
- Phasing and commissioning expenses reasonably attributable to IRA-funded work. (2) Qualifications, Exclusions and Conditions

The following CLIN will be utilized to track all spending for this project:

CLIN	Price
CLIN 0001 Acquisition and Installation of Low Embodied Carbon Glass and Associated Expenses	\$ _____

II.D. Technical Proposal

Technical capabilities and past performance, when combined, are significantly more important than price. Technical capabilities, as described in the solicitation, will consist of:

FACTOR 1: PAST EXPERIENCE

The offeror shall submit a minimum of two with a maximum of three project examples demonstrating relevant experience. If more than three projects are submitted, GSA will consider only the first three in the order of submission within the offeror’s proposal. Each project example shall be no more than two (2) pages. To qualify for consideration for this factor, projects, at a minimum, must be:

- Completed within the past five (5) years from the date proposals are due,
- Total Contract Value at the time of proposal must be equal to or exceed \$3,000,000
- For a building renovation or new build construction where the offeror was the Prime Contractor

A higher rating may be given to projects where the work is in: buildings registered as historic, courthouses, government-owned buildings, or occupied facilities. A higher rating may be given

to projects that: involve window replacements, were completed within the approved schedule, or projects involving the Inflation Reduction Act (IRA).

The Government considers that a successful offeror should be able to demonstrate adequate experience in performing the Sioux Falls Courthouse IRA Window Replacement project. Work requires a level of capability and understanding of the requirements for work within an occupied registered historic building and where project requirements pertaining to the IRA must be adhered to. In order for GSA to protect its interests and the interests of its tenants and the public, the successful Offeror should be able to demonstrate in its portfolio of submitted projects, that meet the definition above, compliance with these experience requirements. Such experience is critical and the Government will likely favor this more highly.

FACTOR 2: PROJECT MANAGEMENT

The offeror shall submit a narrative that describes the offeror's Technical Approach and management plan for the subject project demonstrating an acceptable understanding of job responsibilities and requirements, project goals and restrictions, and realistic methods and strategy for completing the construction within the project limits including acceptable methods for equipment removal/installation and proper phasing of the project with regard to tenant comfort. The Technical Approach shall be no more than five (5) pages and address the following:

- Approach to meeting the technical requirements set forth in the Scope of Work and related documents. The Approach should discuss the offeror's plan to manage the historic aspect of the courthouse worksite and how it will work within an occupied facility;
- Key Personnel (Project Manager, Site Superintendent/Manager, and others as assigned for this project) and experience and qualifications of these Personnel; and
- Communication Plan covering aspects such as work coordination to do with the occupied building, progress meeting schedules, conflict resolution, and other items as needed.

Higher ratings may be given to proposals which demonstrate: (1) reasonable ability to meet all requirements as stated within the Scope of Work, (2) Key Personnel who have experience working on a project of this size and magnitude (\$5M or higher), and (3) a Communication Plan that reasonably conveys an understanding of how to coordinate the required work.

FACTOR 3: SCHEDULE

The offeror shall submit a reasonable schedule showing a logical order in which they propose to perform the work, and the dates on which the offeror contemplates starting and completing the key salient features of the work. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. In addition to the schedule, each firm is to provide a describing your scheduling and coordination.

Higher ratings may be given to proposals which clearly describe the offeror's critical path schedule and coordination for this project that would meet the construction schedule as well as requirements for inspection, testing, administrative submittals, and long lead items (such as the glass required under this project), and which clearly defines the offeror's understanding of the project and ability to meet the contract period of performance.

FACTOR 4: SUSTAINABILITY

Background and Overview

This project is funded in part by Section 60503 of the Inflation Reduction Act of 2022 (IRA), which provides funding for purchase of construction materials with substantially lower levels of embodied greenhouse gas emissions.

GSA's IRA Low Embodied Carbon (LEC) asphalt, concrete (and cement), glass and steel requirements establish numeric global warming potential (GWP) limits for certain EPA-approved construction materials: concrete (and cement), asphalt, steel, and glass (IRA-Eligible Materials). For each material, GWP limits have been established for the best performing 20% of materials in terms of embodied carbon (Top 20% Limits), the best performing 40% of materials in terms of embodied carbon (Top 40% Limits), and better than industry average (Better Than Average Limit). **This solicitation has requirement for LEC glass materials only.**

This Evaluation Factor calls for Offeror commitments to furnish IRA-Eligible Materials with the lowest possible GWP values. IRA Limit Commitments proposed under this evaluation factor will be incorporated into the successful offeror's resultant contract.

Individual materials' GWP values may be found on individual manufacturers' environmental product declarations (EPDs) (also see the SAM.gov presolicitation notice and solicitation for some publicly-available tools that may help identify potential suppliers). EPDs must meet the standards reflected in GSA's IRA Low Embodied Carbon asphalt, concrete (and cement), glass and steel requirements (see Compliance Documentation criteria listed for each IRA-Eligible Material). Again, glass is the only material having to meet the IRA LEC requirements under this project. Based on input from the glass industry, GSA is only issuing GWP limits for unfabricated flat glass at this time.

Technical Acceptability

Offerors will only meet the standard for technical acceptability under this Factor if they commit to furnish all required IRA-Eligible Materials (glass) with a GWP better (lower) than each IRA-Eligible Material's Better Than Average Limit.

Scoring

Offerors meeting the standard for technical acceptability, above, will receive a number of Raw Scores, one for each IRA-Eligible Material required by the Contract:

Offerors will receive a Raw Score of 90 for each IRA-Eligible Material commitment that is better (lower) than GSA's Top 20% Limits.

Offerors will receive a Raw Score of 40 for each IRA-Eligible Material commitment that is only better (lower) than GSA's Top 40% Limits.

Offerors will receive a Raw Score of 20 for each IRA-Eligible Material commitment that is only better (lower) than GSA's Better Than Average Limit.

Offerors shall complete the excel "Attachment 3- IRA Sustainability Factor Table" attached to this solicitation by filling out the applicable IRA Limit they commit to meet for each IRA-Eligible Material. Based upon the offeror's selection in the "IRA Limit Commitment" column, the associated Raw Score, the Weighted Score, and the Total Weighted Score will be automatically calculated. The glass is the only IRA-Eligible Material for this project. Offerors shall fill out the proposed Manufacturer/Product for the flat glass and IRA Limit Commitment on the "REQUIRED Sustainability Table" tab.

In addition, for each IRA-Eligible Material identified in the IRA Sustainability Factor Table, offerors shall submit EPDs listing that material's GWP. Such EPDs must meet the standards reflected in GSA's IRA Low Embodied Carbon asphalt, concrete (and cement), glass and steel requirements (see Compliance Documentation criteria listed for each IRA-Eligible Material). The Government will verify all reported limits.

Raw Score Supplement

Offerors will receive a supplemental 10 points on Raw Scores for each IRA-Eligible Material where the material's submitted EPD reflects the lowest GWP value received in the competition for that material. For instance, where two offerors propose materials meeting the Top 20% Limit for glass, and Offeror A submits a glass EPD reflecting a GWP value lower than that reflected in Offeror B's glass EPD, Offeror A and B will receive raw scores of 100 and 90 for that material, respectively. During evaluations, the Government will add Raw Score Supplements, if any, to offeror's Preliminary Weighted Scores to calculate Final Weighted Scores. In the event of a tie for lowest-GWP values for a given material, those tied offerors will all receive the Raw Score Supplement for that material.

Note 1: By submitting an offer, Offeror consents to unrestricted GSA use of supplier names and the GWP values associated with supplier materials. Such information may be disclosed publicly or used to inform other low embodied carbon procurement activities. Technical solutions, supplier pricing and supplier-offeror terms and conditions will not be shared. Any objection shall be transmitted to the Contracting Officer by the due date for offers and shall adhere to 41 C.F.R. § 105-60.601.

Note 2: For each offeror that is unable to submit any of the compliant EPDs by the proposal due date, the offeror shall submit a statement for each such missing compliant EPD (a) certifying that it is unable to submit a compliant EPD by the proposal due date, and (b) promising to submit a compliant EPD within 120 days from the contract award ((a) and (b) collectively constituting an "EPD Pledge"). Failure by an offeror to submit either a compliant EPD or an

EPD Pledge (as described in the immediately preceding sentence) for each IRA-Eligible Material listed in the IRA Sustainability Factor Table by the proposal due date shall result in the offeror's proposal being unacceptable. Offerors submitting an EPD Pledge in lieu of a compliant EPD for a given IRA-Eligible Material will not be eligible for a Raw Score Supplement for that material, as described above.

Any awardee that submitted an EPD Pledge in lieu of a compliant EPD for a given IRA-Eligible Material will still be bound by IRA Limit Commitments made in their IRA Sustainability Factor Table. Note as well that the contract resulting from this solicitation shall have the following provision: "Within 120 days after contract award, the Contractor shall submit a compliant EPD for any IRA-Eligible Material for which the Contractor was unable to submit a compliant EPD by the proposal due date (if any). Such EPD must reflect GWP values that comply with the IRA Limit Commitments incorporated into the contract. GSA shall not issue a Notice to Proceed with construction services to the Contractor until the Contractor has submitted a compliant EPD for each IRA-Eligible Material for which the Contractor was unable to submit a compliant EPD by the proposal due date."

Note 3: Preliminary Market Research has indicated that such IRA-Eligible Materials meeting Top 20% Limits may not be readily available and, the Contracting Officer may consider issuing the solicitation to relax the Top 20% Limit requirements for those materials, permitting submission of materials meeting Top 40% Limits or Better than Average Limits.

FACTOR 5. PAST PERFORMANCE

Past performance will be evaluated using the Past Performance Information Retrieval System (PPIRS). Government databases will be checked and previous customers and/or evaluators may be contacted as references or verification of performance.

All past performance must reflect a past performance rating of satisfactory or better to receive a rating. Contractors with no past performance record available will receive a 'neutral' rating which is considered the same as that of a satisfactory record. Higher ratings may be given to offerors with a past performance record indicating very good ratings. The highest ratings may be given to offerors with a past performance record indicating excellent ratings.

II.E. Other Information to Submit with Proposal

(1) Representations and Certifications

Offerors are reminded their SAM registration status must be "Active", at the time their offer is submitted, to be considered for award (see 52.204-7). Offerors submitting a proposal in response to this Solicitation shall complete electronic Annual Representations and Certifications in conjunction with required Entity registration in System for Award Management (SAM), accessed via [System for Award Management](#). Offerors shall also submit with their proposal, the Annual Representations and Certifications (FAR 52.204-8).

II.F. Requirements of Joint Venture Offerors

- (1) All offers submitted by joint ventures must include a copy of an executed joint venture agreement (with original signatures) which fully discloses the legal identity of each member of the joint venture, the relationship between the members, the form of ownership of each member, and any limitations on liability or authority for each member.
- (2) An authorized representative of each member of the joint venture must sign the SF 1442 accompanying an offer regardless of any agency relationship established between the members.
- (3) In the case of corporations that are joint venture members, the corporation secretary must certify that the corporation is authorized to participate in the joint venture, either by so certifying in the joint venture agreement, or by submitting a separate certification to the Government. The joint venture must also provide a certificate that identifies a principal representative of the joint venture with full authority to bind the joint venture.
- (4) Representations and certifications, financial information, and past performance information must be submitted for each member of the joint venture.

III. General Provisions

III.A. Availability of Funds

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

III.B. Requests for Clarification or Interpretation

The Government will attempt to answer all requests for clarifications or interpretations of the Solicitation Documents prior to the date set for receipt of offers, but do not warrant that all such requests will be answered within 15 calendar days. Prospective Offerors should make such requests not less than 15 calendar days prior to the date set for receipt of offers. Please plan your proposals accordingly.

III.C. Notice to Small Business Firms

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

III.D. Information Concerning the Disclosure of Solicitation Results

This acquisition is being conducted under the provisions of FAR Part 15 as a negotiated procurement. In accordance with FAR 3.104 and FAR 15.207, after receipt of proposals, no information regarding the identity of those submitting offers, the number of offers received, or the information contained in such offers will be made available until after award except as provided by FAR 15.503.

III.E. Affirmative Procurement Program

GSA has implemented an Affirmative Procurement Program (APP) intended to maximize the use of recovered materials, environmentally preferable, and bio-based products. Offerors should familiarize themselves with the requirements for using and reporting on the use of such materials in performance as

set forth in the Agreement. Refer to Clause FAR 52.223-10 encouraging vendors to practice waste reduction.

III.F. Notice Concerning Preparation of Proposals

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

III.G. 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.

III.H. Contractor Performance Information

(1) **Evaluating Contractor Past 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.

AM-0001

III.I. 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

IV.A. FAR 52.211-1 Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29 (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>.

(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.

IV.B. FAR 52.211-3 Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions (JUN 1988)

(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.

IV.C. FAR 52.216-1 Type of Contract (APR 84)

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

IV.D. FAR 52.222-5 Construction Wage Rate Requirements—Secondary Site of the Work (MAY 14)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

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

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

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

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
1.2%	6.9%

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

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

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is: Sioux Falls, Minnehaha County, South Dakota.

IV.F. Buy American Requirements

FAR 52.225-10 Notice of Buy American Requirement-Construction Materials (MAY 2014)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials" (Federal Acquisition Regulation (FAR) clause [52.225-9](#)).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR [52.225-9](#) in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR [52.225-9](#).

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR [52.225-9](#), the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR [52.225-9](#) for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR [52.225-9](#) does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of Provision)

IV.G. Buy American Exceptions

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

IV.H. FAR 52.233-2 Service of Protest (SEP 06)

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address provided in the provision “Receipt of Offers” in Section I (General Information).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

IV.I. FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 98)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

[Federal Acquisition Regulation](#)

NUMBER	TITLE	DATE
52.204-22	Alternative Line Item Proposal	JAN 17
52.214-34	Submission of Offers in the English Language	APR 91
52.215-16	Facilities Capital Cost of Money	JUN 03
52.236-28	Preparation of Proposals - Construction	OCT 97

IV.J. GSAR Clause 552.102 Incorporating Provisions and Clauses

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

IV.K. GSAR 552.252-5 Authorized Deviations in Provisions (Nov 2021) (DEVIATION FAR 52.252-5)

(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

AM-0001

(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.

IV.L Additional Provisions

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services.

The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment,

AM-0001

system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

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

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

AM-0001

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

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

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

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

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services-Representation.

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) (1) Representation. The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

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

AM-0001

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. Security Requirements

Security Clearance Requirements (Non-Classified Contract)

1) Introduction

a) Homeland Security Presidential Directive 12 (HSPD-12) “Policy for a Common Identification Standard for Federal Employees and Contractors” mandated the implementation of a government-wide standard for secure and reliable forms of identification, also known as security credentials.

b) All contractor employees who require routine access to GSA-controlled facilities or its Information Technology (IT) infrastructure are required to be issued this type of credential. Routine access is defined as regularly scheduled access to Government facilities for a period greater than six (6) months.

c) Prior to being issued this form of identification, each individual must have both their identity and trustworthiness proven. This is accomplished by conducting a personnel security investigation (Tier 1) and a Federal Bureau of Investigation (FBI) Criminal History Fingerprint check. All contractors seeking to conduct business on or within federal facilities that are controlled and operated by the Federal Government are required to have a personnel security investigation conducted.

d) Contractors require a favorable initial suitability determination based off the submission of a Tier 1 to receive an identification credential meeting HSPD-12 requirements.

e) The Contractor is responsible for returning all HSPD-12 badges to GSA upon project completion.

2) Clearance Type

a) Long-Term Contractor Clearance Tier 1

i) This section covers the procedures for obtaining a security clearance for contractors working on GSA-controlled facilities.

ii) The Tier 1 clearance is required for contractors who require access for more than six (6) months and those who need Information Technology (IT) access (regardless of how long they will be working on a GSA-controlled facility).

iii) Procedures for each Tier 1 applicant to be cleared:

a. The prime contractor will provide to the contracting officer the name, email address and phone number of the prime contractor point of contact (POC) who will be handling the clearance process for the applicants. The contracting officer (CO) or contracting officer’s representative (COR) will create the CIW for this contract and send it to Zone D. (Note: Submission of the CIW to Zone D by the CO or COR will trigger Zone D to send all forms and instructions to the contractor POC. Zone D will

also recommend HSPD-12 and e-Qip training for the prime contractor POC.)

b. The prime contractor POC will submit to the Contracting Officer and COR, and then maintain throughout the course of the contract, a list of all prime contractor employees (applicant) and subcontractor employees (applicant) who are required on the project using the form: Requesting Official (RO) Contractor Approval List.

c. Each applicant for the HSPD-12 compliant Tier 1 credential will complete section 1 of the CIW and return the CIW to the POC. The POC is responsible to submit all completed CIW's via email to zoned-hspd12@gsa.gov. (Note: applicants for the Tier 1 credential will not be eligible for escort during credential processing.)

d. The applicant will then receive an email that will invite them to apply to e-QIP, and they will also receive an email with an invite to an enrollment appointment for fingerprinting.

e. The applicant must complete the enrollment appointment before completing e-Qip.

f. Following the instructions in the invitation to apply to e-Qip email, the applicant will log into e-Qip and complete a background history questionnaire.

g. As per the instructions in the invitation to apply to e-Qip email, the applicant is also required to complete the Declaration for Federal Employment OF-306.

(Note: Digital signatures are not accepted, all questions must be checked, answered, or marked NA. The completed OF-306 must be signed, scanned into a PDF and uploaded to E-Qip.)

h. As per the instructions in the invitation to apply to e-Qip email, the applicant is also required to complete the Authorization to Obtain Credit Report 3665.

(Note: Digital signatures are not accepted. The completed 3665 must be signed, scanned into a PDF and uploaded to E-Qip.)

i. After completing steps e-h above, the applicant is required to certify that their answers are true, electronically sign and submit the e-QIP application.

j. Office of Mission Assurance (OMA) will notify the applicant directly if any errors occurred when completing the e-QIP application.

(Note: Failure to respond to these messages will result in delay of their Tier 1 or termination of e-Qip.)

k. A contractor Enter on Duty (EOD) email will be received by POC and applicant upon clearance adjudication.

l. Upon completion of HSPD-12 credential processing, the applicant will be notified by email that an appointment will need to be scheduled for the HSPD-12 credential pick up and activation.

b) Escort Procedures

i) A HSPD-12 credentialed contractor may escort up to seven (7) non-cleared individuals to access GSA-controlled facilities.

ii) Escort procedures are limited to individuals needing site access for no more than fifteen (15) consecutive days.

iii) A contractor may be escorted for a total of fifteen (15) cumulative days, on either a single day or multiple day escort, per six (6) month interval, per escorted individual.

iv) Individuals in the process of obtaining the HSPD-12 credential will not be eligible for escort during the HSPD-12 adjudication period.

v) Procedures:

- a. Persons being escorted must be added to the Requesting Official (RO) Contractor Approval List.
- b. A current CIW for the escortee must be submitted with the updated Requesting Official (RO) Contractor Approval List by the POC.
- c. The POC is responsible to submit changes to the Requesting (RO) Official Contractor List to the Requesting Official (GSA POC).
- d. The POC is responsible to submit the escortee CIW no later than three (3) business days in advance of the escort date, via email to zoned-hspd12@gsa.gov

V.C. Additional Clauses

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of

the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

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

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

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

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any

AM-0001

equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

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

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

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

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

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

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications

equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.204-27 Prohibition on a ByteDance Covered Application (JUN 2023)

(a) Definitions. As used in this clause—

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees;

however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

VI. Method of Award

VI.A. Evaluation of Offers

(1) The Government will award a contract resulting from this Solicitation to the responsible Offeror whose offer conforming to the Solicitation will be the best value to the Government, Total Evaluated Price and other factors considered. In addition to Total Evaluated Price, the following non-price factors shall be used to evaluate offers:

1. Past Experience
2. Project Management
3. Schedule
4. Sustainability
5. Past Performance

(2) Tradeoff Information. Non-Price Factors, when combined, are significantly more important than Total Evaluated Price. The approach to selection of an Offeror for this procurement will be pursuant to the Best Value with Tradeoffs analysis. Award will be made to the Offeror whose proposal offers the Best Value to the Government.

(3) First-Tier Subcontractor Capabilities, Past Performance, and Experience. The Government will consider the capabilities, past performance, and experience of each first-tier subcontractor in accordance with the regulations promulgated by the Small Business Administration in 13 C.F.R. § 125.2(g), which states that—

When an offer of a small business prime contractor includes a proposed team of small business subcontractors and specifically identifies the first-tier subcontractor(s) in the proposal, the head of the agency must consider the capabilities, past performance, and experience of each first tier subcontractor that is part of the team as the capabilities, past performance, and experience of the small business prime contractor if the capabilities, past performance, and experience of the small business prime does not independently demonstrate capabilities and past performance necessary for award.

VI.B. Determination of Responsibility

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

VI.C. Price Reasonableness

The proposed prices will be evaluated for reasonableness. An offer with a price that is determined to be unreasonable may be rejected. Price reasonableness determines whether an Offeror's price is too high. Analysis of price proposals will be performed using one or more of the techniques defined in FAR 15.404 in order to determine price reasonableness. Normally, price reasonableness is established through adequate price competition, but may also be determined through price analysis techniques as described in FAR 15.404-1. Notwithstanding anything to the contrary in this solicitation and for the avoidance of doubt, the Government will **not** perform a price realism analysis of the Offeror's proposal.

VI.D. Unbalanced Prices

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

VI.E. Total Evaluated Price

The Government will evaluate offers for award purposes by the total price proposed for the basic requirement under CLIN 0001. No options will be used under this solicitation.

VI.F. Non-Price Factors

(1) The following weights apply to the non-price factors in evaluation of offers:

1. Past Experience - 25 %
2. Project Management - 25 %
3. Schedule -15 %
4. Sustainability - 15 %
5. Past Performance - 20 %

(2) The non-price factors shall be evaluated in accordance with Section II—Proposals above.

Regarding Evaluation Factor # 4: Sustainability (Weight 15%)

- (i) The Sustainability Factor will be scored as outlined in Section II-- Proposals above.
- (ii) GSA will verify Offeror's scoring and that IRA Limits are supported by environmental product declarations (EPDs) from proposed suppliers.

(iii) GSA will verify that Offeror’s EPDs adhere to EPD standards reflected in GSA’s IRA Low Embodied Carbon asphalt, concrete (and cement), glass and steel requirements (see Compliance Documentation criteria listed for each IRA-Eligible Material).

(iv) GSA will make any scoring adjustments necessary to correct patent errors.

Once GSA has verified the Offeror’s scoring and, if necessary, made any corrections, the overall weighted score will be assigned an adjectival rating, as follows:

<u>Weighted Score</u>	<u>Adjectival Rating</u>
100 points	Exceptional
90-99 points	Very Good
20-89 points	Acceptable
Unacceptable	Unacceptable

Note 1: Any proposal that does not meet the standard for Technical Acceptability will be rated as “Unacceptable” under this factor and will be ineligible for award.

Note 2: Any proposal that furnishes all required IRA-Eligible Material with a GWP better (lower) than GSA’s Top 20% Limits will receive a Total Weighted Score of 90 points (Exceptional), with Raw Score Supplements potentially increasing the Total Weighted Score to 100 points.

Note 3: If an EPD is not available, GSA will review the offeror’s EPD Pledge.

(3) The Government intends to use the following Adjectival Ratings scale to score the overall technical proposals:

<u>Value</u>	<u>Characteristics</u>
Excellent	Innovative, comprehensive and complete in all details, meets all requirements and objectives without gold plating.
Good	Substantial response in clearly definable detail, meets all critical requirements, however, may contain a weakness.
Fair	Lacks some essential information to substantiate data presented. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements.
Poor	Lack of understanding of requirements or omissions in major areas. Extreme doubt exists that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements.
Unacceptable	The evaluation factor is not addressed or is totally deficient and without merit.

(3) The “best value concept” will be used for selecting the contractors. The best value concept is a method of evaluating price and other factors specified in the solicitation with the goal being to select the proposals that offer the best value to the Government. Each proposal shall be evaluated against the

AM-0001

evaluation standards stated above in section II- Proposals. Following the evaluation, an assessment of all proposals received will be made to determine which offeror represents the best value to the Government.

(4) The Government intends to award without discussions. If, however, the determination is made not to proceed to contract award based upon initial offers, the contracting officer will establish the competitive range and initiate discussions as necessary. Offerors are encouraged to submit their best proposal with the initial submission.

(5) An award will be made upon conclusion of negotiations (if any) and all approvals obtained.

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 (JV) will only be evaluated to the extent that the terms of the JV agreement do not limit such party's performance or financial obligations as a party to the Contract contemplated by this Solicitation.

A small business JV may submit a proposal in response to this RFP. In accordance with regulations promulgated by the Small Business Administration in 13 C.F.R. § 125.8(e), the Government will consider the capabilities, past performance, and experience of each partner to the JV as well as work done by the JV itself.

Past Performance as a Joint Venture: In accordance with the following conditions, which appear in 15 U.S.C. § 644(e)(5), the Government will consider for the past performance factor only, giving due consideration to the information provided under (B)(ii) below, the past performance of the JV as the past performance of the participating JV small business concern partner (whether or not the other participating JV partner is a small business concern)—

(A) allowing the small business concern to elect to use the past performance of the joint venture if the small business concern has no relevant past performance of its own; and

(B) requiring the small business concern, when making an election under subparagraph (A)— (i) to identify to the contracting officer the joint venture of which the small business concern was a member; and (ii) to inform the contracting officer what duties and responsibilities the small business concern carried out as part of the joint venture.

The term “relevant past performance” means past performance for “Similar Project(s)” as defined in the Specification and Request for Proposal Section FM.2.1. So long as the definition of “Similar Project(s)” is otherwise met, the Government will consider relevant past performance of the offeror as the prime contractor more favorably than relevant past performance of the offeror as a partner of the JV prime contractor.

In addition to the “Similar Project(s)” submitted in response to the Past Experience factor, the Government will consider for the Past Performance factor the past performance of the JV as the past performance of the offeror only if the offeror has no relevant past performance of its own. The Government will not consider the experience of the JV as the experience of the offeror for the Past Experience factor.