



GSA Office of General Counsel

August 9, 2021

VIA EPDS

Ms. Young Cho, Esq.
Office of the General Counsel
U.S. Government Accountability Office
441 G Street, NW
Washington, DC 20548

Re: Protest of TeamGov, Inc.
B-419865.2
Motion to Dismiss

Dear Ms. Cho,

Pursuant to Government Accountability Office (“GAO”) Bid Protest Regulations (4 CFR Part 21), the General Services Administration (“GSA” or “Government”) hereby submits the following Motion to Dismiss in connection with the above-referenced protest. GSA hereby requests that GAO dismiss the Protest in its entirety.

Respectfully,

**Rob
Notigan** Digitally signed
by Rob Notigan
Date: 2021.08.09
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Robert Notigan
Agency Counsel

cc: via EPDS to all Parties

MOTION TO DISMISS
MEMORANDUM OF LAW

Bid Protest Regulations, 4 C.F.R. § 21.1(c)(4) and (f), require that a protest include a detailed statement of the legal and factual grounds for the protest, and that the grounds stated be legally sufficient. These requirements contemplate that protesters will provide, at a minimum, either allegations or evidence sufficient, if uncontradicted, to establish the likelihood that the protester will prevail in its claim of improper agency action. *Id.* Protester argues that the solicitation is defective because GSA violated FAR 19.815 and SBA regulations at 13 C.F.R. § 124.504(d) when it issued the current solicitation for the Operation and Maintenance of the Suitland Census Headquarters Building Complex. FAR 19.815 states:

(a) Once a requirement has been accepted by SBA into the 8(a) program, any follow-on requirements shall remain in the 8(a) program unless there is a mandatory source (see 8.002 or 8.003) or SBA agrees to release the requirement from the 8(a) program in accordance with 13 CFR 124.504(d).

The grounds stated above are legally insufficient as a matter of GAO precedent, as the GAO has consistently held that the provisions of FAR Part 19 do not apply when an agency decides to meet its procurement needs using the FSS. *See e.g., Global Analytic Info. Tech. Servs., Inc.*, B-297200.3, 2006 CPD ¶ 53 (Mar. 21, 2006) (denying protest of a non-set aside FSS procurement as the FAR exempts task orders issued under FSS contracts from the set-aside withdrawal requirements under FAR Part 19); *Alpa Techs. & Servs., Inc.*, B-408762.2, 2014 CPD ¶ 66 (Feb. 12, 2014) (recognizing “that the FAR exempts task orders issued under FSS contracts from application of the set-aside withdrawal requirements found in FAR §19.506”); *Millennium Data Sys., Inc.*, B-292357.2, 2004 CPD ¶ 48 (Mar. 12, 2004) (denying

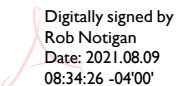
protest as FSS procurements are not bound by the requirements of FAR 19.506). This is because FAR Part 8, implementing the FSS program, provides that “Parts 13 . . . 14, 15, and 19 . . . do not apply to BPAs or orders placed against Federal Supply Schedules contracts.” FAR 8.404(a). FAR 8.405-5 further emphasizes that “the preference programs of Part 19 are not mandatory in this subpart.” FAR 8.405-5(a).

Whether or not the solicitation concerns a new requirement is therefore irrelevant, as GSA is not obligated to seek release from the 8(a) program for procurements under the Federal Supply Schedules. In its Protest, TeamGov also incorrectly asserts GSA failed to comply with the requirements of 13 C.F.R. § 124.504(d). 13 C.F.R. § 124.504(d) (mirrored by FAR 19.815) is not the controlling authority with respect to government procurements against the FSS. Rather, the FAR is the controlling authority for Federal procurements. 41 U.S.C. § 1121. Crucially, there is no statutory mandate for SBA’s “once 8(a), always 8(a)” policy, which does not originate in the Small Business Act. 15 U.S.C. §§ 631-657 (2006). *See K-LAK Corp. v. United States*, 98 Fed. Cl. 1, 1 (2011) (“[n]othing in the Small Business Act, 15 U.S.C. §§ 631–657 (2006) or applicable regulations requires an agency to retain a requirement in the small business set-aside program if the agency can meet its needs through the [Federal Supply Schedule (FSS)].”). As such, the application of this policy is limited to how it has been implemented under the FAR, and FAR Part 8 renders Part 19 inapplicable as far as concerns this procurement.

TeamGov’s reliance on *Eminent IT, LLC* as its support for why GSA was required to request and receive SBA’s consent to release this procurement from the 8(a) program is misplaced. GAO’s decision in *Eminent* was limited to whether a follow-on contract was for a “new requirement,” and assessed whether the procurement was exempt from the release requirements of FAR 19.815 on this ground. *See Eminent IT, LLC*, B-418570, B-418570.2, B-

418570.3, 2020 CPD ¶ 222 (June 23, 2020). GAO did not address the broader consideration of whether FSS procurements are subject to the requirements under 13 C.F.R. § 124.504(d) and FAR Part 19 or that it was reversing its holdings in *Alpa Technologies & Services*, *Millennium Data Systems*, or *Global Analytic Information Technology Services*. *Id.* Furthermore, *Eminent* cannot be viewed in hindsight as a change in GAO’s precedent. In *Capital Brand Group*, issued one month after *Eminent*, GAO reaffirmed its view that FSS procurements are exempt from the requirements in FAR Part 19 by stating “we have considered protests concerning whether an agency improperly removed work from the 8(a) program, and we have concluded that the FAR exempts task orders issued under FSS contracts from application of the set aside withdrawal requirements.” *Capital Brand Group, LLC—Reconsideration*, B-418656.2 (July 9, 2020) (citing *Alpa Techs. & Servs., Inc., supra*; *Global Analytic Info. Tech. Servs., Inc., supra*; *Millennium Data Sys., Inc., supra*). Reading *Eminent* and *Capital Brand Group* together, any implication in *Eminent* that FSS contracts are subject to the requirements under 13 C.F.R. § 124.504(d) and FAR Part 19 is extinguished by GAO’s reassertion in *Capital* that the FAR exempts FSS contracts from the small business program withdrawal requirements. Thus, TeamGov’s arguments that GSA was required to and failed to adhere to the requirements under FAR Part 19 and 13 C.F.R. § 124.504(d) are legally insufficient protest grounds under the facts of this case, and must be dismissed.

Respectfully,

**Rob
Notigan**  Digitally signed by
Rob Notigan
Date: 2021.08.09
08:34:26 -04'00'

Robert Notigan
Agency Counsel

cc: via EPDS to all Parties

Contracting Officer Statement of Facts in Support of Motion to Dismiss

August 9, 2021

The following relevant facts relate to the U.S. General Services Administration (“GSA”) Public Buildings Service (“PBS”) Request for Quotation No. 47PD0121Q0007.

1. My name is Mark R. Talarico, the Contracting Officer (“CO”) for Request for Quotation No. 47PD0121Q0007 (Suitland/Census RFQ). Exhibit 1. I am familiar with the issues presented by TeamGov, Inc. (“TeamGov”) in its U.S. Government Accountability Office pre-award protest (B-419865.2 (“Protest”) and I have knowledge of the facts presented in this statement.
2. On April 7, 2021, GSA issued the Suitland/Census RFQ seeking Facilities Maintenance and Operations (FMO) Services at four locations within the same campus in Suitland, Maryland. Exhibit 1. GSA seeks to award a single Blanket Purchase Agreement (“BPA”) against the GSA Federal Supply Schedule (“FSS”), Multiple Award Schedule (“MAS”) Facilities - Facilities Maintenance and Repair, with one base year and nine one-year option periods. The successful contractor shall provide the management, supervision, labor, materials, equipment, and supplies and shall be responsible for the operation and scheduled and unscheduled maintenance, repair of equipment and systems, elevator maintenance and repair, elevator inspection services, landscaping services, and all janitorial and related services at all four locations. Competition for this procurement is unrestricted and the successful offeror will be determined using the best value trade-off methodology.
3. The pertinent provisions of FAR Part 19 and 13 C.F.R. 124.504(d) do not apply to this procurement. A procuring agency is free to decide whether to use the FSS without regard to whether the requirement has been or could be met through a set-aside or preference program. The regulations implementing the Small Business Act and GSA’s FSS Program expressly anticipate and exclude FSS buys from set-aside and withdrawal requirements. FAR sect. 8.404(a) provides that FAR part 19, pertaining to small business programs, does not apply to BPAs or orders placed against FSS contracts.

Conclusion: For the foregoing reasons, GSA respectfully requests that this Protest be dismissed in its entirety.

MARK TALARICO

Digitally signed by MARK TALARICO
DN: C=US, O=U.S. Government, OU=General Services Administration
CN=MARK TALARICO +
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Reason: I am the author of this document

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Location: your signing location here

Mark R. Talarico, Contracting Officer
GSA Region 3
The Macquarie Building
100 Independence Mall West
Philadelphia, PA 19106
(215) 375-8122

EXHIBIT 1



**General Services Administration (GSA)
Public Buildings Service (PBS)
Region 3**

Request for Quotation (RFQ) 47PD0121Q0007

for

Operations/Maintenance and Related Services

Location 1: Census Headquarters North Building and Garage

Location 2: Census Headquarters South Building and Garage

4600 Silver Hill Road

Suitland, Md. 20746-2402

Location 3: Washington National Records Center

4205 Suitland Road

Suitland, Md. 20746-4700

Location 4: Suitland Child Care Center

4303 Suitland Road

Suitland Md. 20746-4704

PERIOD OF PERFORMANCE: Initial Period: March 1, 2022-February 28, 2023

1) year with the possibility of nine (9) one (1) year options for a potential contract period of (10) years

SET-ASIDE STATUS: **Unrestricted/Full and open**

SOLICITATION ISSUE DATE: **April 7, 2021**

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GSA, PBS, Region 3
RFQ 47PD0121Q0007

Operations/Maintenance and Related Services

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Suitland Md. 20746-4704

1.0 OVERVIEW

1.1 Purpose

The objective of this acquisition is to award one (1) Blanket Purchase Agreement (BPA) against the GSA Federal Supply Schedule (FSS), Multiple Award Schedule (MAS) Facilities - Facilities Maintenance and Repair, in accordance with Federal Acquisition Regulation (FAR) 8.405-3, for the services described herein.

This requirement is a full and open, unrestricted solicitation, with a NAICS code of 561210, Facilities Support Services, with a size standard of \$41.5 million. The lead GSA Special Identification Number (SIN) 811 002 Complete Facilities Maintenance (primary NAICS 561210 as provided by SIN 811 002) will be utilized to procure this need.

Award is expected to be made in February 2022. It is anticipated that *transition* services will begin March 1, 2022 and *full start* services will begin on May 1, 2022. It is anticipated that the duration of the BPA will be one (1) base year with 9 (1) one-year options, with the possibility of an extension of performance up to an additional six (6) months, in accordance with FAR 52.217-8.

1.2 Method of Acquisition

GSA anticipates establishing a single-award Blanket Purchase Agreement (BPA), against which calls will be executed during administration, for Facilities, Operations, Maintenance and Related Services through the GSA FSS MAS in accordance with (IAW) the procedures of Federal Acquisition Regulation (FAR) 8.405-3.

1.3 Required Special Item Numbers (SINs)

In order to be considered for award, a vendor/Contractor Team Arrangement (CTA), collectively, will be required to have certain Special Item Numbers (SINs) awarded on their Schedule MAS contract(s). For this requirement, each vendor/Contractor Team Arrangement (CTA), collectively, will need to have, at a minimum, the following SINs by the closing date of this RFQ to be considered eligible for award:

For O&M and CFM requirements:

- 811 002 Complete Facilities Maintenance
- 811 003 Complete Facilities Management
- 003 97 Ancillary Repair and Alterations
- 003 100 Ancillary Supplies and/or Services
- 03FAC 500 Order-Level Materials (OLMs)

1.4 Commitment of Public Funds

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.

1.5 Communications Prior to Award

Questions concerning this RFQ must be submitted via email with the subject header “**RFQ: #47PD0121Q0007-CensusHeadquarters/Suitland**” to the attention of:

Name: Mark R. Talarico
Title: Contracting Officer
Email: mark.talarico@gsa.gov

Name: Ralph Dayougar
Title: Contract Specialist
Email: ralph.dayougar@gsa.gov

All questions regarding this RFQ must be received by the Contracting Officer and the Contract Specialist no later than **Friday May 7, 2021 @ 3:00 pm est.** Questions received after the specified date and time, may not receive a response if the Government does not have sufficient time to provide an answer prior to the quotation due date.

Communications with officials other than the GSA Contracting Officer or Contract Specialist may compromise the competitiveness of this acquisition; may result in the cancellation of the RFQ and/or exclusion of your quotation from this competitive procurement action.

1.6 Pre-Quotation Conference/Site Visit

Due to current limited access at federal locations as a result of the COVID-19 virus, a virtual Pre-Quotation Conference will be held to review the solicitation documents and contract requirements. The conference will be held via conference call on Tuesday April 20, 2021 at 11:00 am (est.). Interested parties must notify the **Contracting Officer and Contract Specialist via email, (mark.talarico@gsa.gov and ralph.dayougar@gsa.gov)**, by **Thursday April 15, 2021 by 4:00 pm (est) in order to attend**. A call-in number for the conference will be provided to those expressing interest.

A separate Pre-Quotation Site Visit is anticipated to be held at a date and time to be determined (tentatively scheduled April 21-22, 2021). All interested vendors must pre-register with GSA to attend as capacity is limited due to Covid-19 protocols. **Interested parties must notify the Contracting Officer and Contract Specialist via email, mark.talarico@gsa.gov and ralph.dayougar@gsa.gov, no later than Thursday April 15, 2021 by 4:00 pm (est) in order to attend**. Each registered vendor is limited to **one** representative from their respective firms due to capacity limitations. Upon pre-registration vendors will be provided specific dates, times and location to meet for the pre-quotation conference and site visit. Participants must have a valid, Government issued picture identification, driver's license preferred, to gain access to the pre-quotation site visit tour and will be required to follow all Covid-19 protocols/guidance including, but not limited to Mask Mandates on Federal Property and Social Distancing Restrictions. . Prospective offerors are encouraged to make an on-site, in-depth review of the facility, equipment, requirements, etc.

1.7 Preparation Costs

This RFQ does not commit the Government to pay for the preparation and/or submission of a quotation.

1.8 Quotation Due Date

In order to be considered for award, offers conforming to the requirements of the RFQ must be received at the following email address mark.talarico@gsa.gov and ralph.dayougar@gsa.gov, as outlined below:

- A. Prior Experience/Past Performance Technical Documents, as well as Price Proposal are due no later than Thursday May 27, 2021 @ 3:00 pm est.**
- B. Upon conclusion of review by the evaluation panel of documents submitted under Part "A" above, Offeror's whose Prior Experience/Past Performance submission meet requirements will be notified of a date and time to provide their Management Plan.**

2.0 GENERAL INSTRUCTIONS TO OFFERORS

2.1 General Submission Instructions

- (1) Submit signed and dated quotes to the office specified in this RFQ at or before the exact time specified in this RFQ. At a minimum, quotes must show -

- (i) The RFQ number;
 - (ii) GSA Schedule Contract Number and expiration date;
 - (iii) Offeror's DUNS number;
 - (iv) The name, address, telephone and email address of the Offeror;
 - (v) Socio-Economic status (e.g., Service Disabled Veteran Owned Small Business, 8(a) Business, Woman-Owned Small Business, HUBZone Business, Small Disadvantaged Business, Small Business, or Large Business)
 - (vi) Copy of Teaming Agreement or Joint Venture Agreement if submitting as such an entity
 - (vii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the RFQ and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (viii) Name, title, contact information, and signature of the person authorized to sign the quote and individuals authorized to negotiate on behalf of the offeror.
- (2) Unless otherwise permitted in the RFQ, quotes must be submitted on an all-or-none basis, e.g., quotes that propose to provide any item or combination of items shall be determined to be ineligible.
- (3) Quotes submitted in response to this RFQ shall be in English and in U.S. dollars.
- (4) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the RFQ by the time specified in the RFQ.
- (5) Offerors may submit revised quotations only if requested or allowed by the Contracting Officer. However, a late modification of an otherwise successful quote (i.e., the offeror must already be the offeror in line for award prior to the time the late proposal modification is submitted) that makes its terms more favorable to the Government, may be considered at any time it is received and may be accepted.
- (6) Quotes submitted in response to this RFQ will be valid for a period of 120 days.
- (7) Restriction on disclosure and use of data. Offerors that include in their quotes data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall:
- (i) Mark the title page with the following legend: This quote 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 quote. If, however, a Blank Purchase Agreement (BPA) or BPA call is awarded to this Offerors 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 resultant BPA or BPA call. 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
 - (ii) 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 quote.
- (8) Offerors are cautioned not to include assumptions, caveats or exceptions within any part of their submission. Inclusion of assumptions, caveats or exceptions to the requirement of any kind may result in the quote no longer being considered for award.

2.2 Submission of Quote Package

The RFQ response package is due by the date and time established in Section 1.8, Quotation Due Date, and shall consist of three (3) volumes (separate files). The Volumes are: Volume I – Prior Experience and Past Performance Technical Quote and Volume II – Price Quote and shall be submitted in Portable Document File (PDF) format. **(Volume III-Management Plan to be submitted upon request)** The Electronic Offer Sheet should be submitted in its Excel format in addition to the Price Quote PDF as delineated below. Files shall not contain classified data. The use of hyperlinks in quotes is prohibited. Quote Packages shall be formatted so as to be printable on non-reduced 8-1/2" x 11" pages using font size 12 with 1" margins on all four sides. Any forms and charts shall be clearly labeled and referenced and are not subject to the font size limitation.

The RFQ response package shall be as follows:

- a. Volume I - Technical Quote
 1. Prior Experience
 2. Past Performance
- b. Volume II - Price Quote
 1. Pricing Information
 - Signed Standard Form 1449, including acknowledgement of any amendments
 - Information required in Section 2.1 of this RFQ
 - Fully completed electronic Pricing Sheet in Microsoft Excel format
- c. Volume III-Technical Quote
 1. Management Plan-(**Provided upon request**)
 2. GSA Schedule Contract Information
 - Copy of GSA Schedule MAS contract which clearly indicates the following information:
 - GSA Schedule Contract Number
 - List of all SINs awarded under offeror's MAS contract
 - Current Period of Performance
 - Ultimate 20-year contract expiration date
 - Evidence that the Ultimate 20-year contract expiration date is on or after 12/31/2032.
 - Copy of all Schedule pricing modifications. This should include any approved pricing for Ancillary SINs, to include commercial catalog pricing and Schedule-approved mark-up for materials
 - Evidence that the offeror's GSA Schedule MAS contract has been modified through Refresh #005-47QSMD20R0001; [current refresh can be accessed at the following link: https://beta.sam.gov/opp/7e6934171e29429b95a4e086870167a1/view](https://beta.sam.gov/opp/7e6934171e29429b95a4e086870167a1/view) by the closing date of this RFQ.

3. Information Technology/Communication Technology Certification for Base Monthly Services

- Completion of 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Attachment 1.A.1)

4. Self-Certification

- Offerors must complete “Appendix C - Self-Certification Statement” which states that all rates offered (with the exception of Order Level Materials (OLMs)) correspond to line items on the contractor’s GSA Schedule Price List and that they do not exceed the contractor’s rates of the applicable SIN.

5. Department of Labor wage determinations

- Services under this RFQ are covered by the Service Contract Labor Standards. Applicable areawide prevailing wage determinations shall be drawn from the MAS contract. Applicable collective bargaining agreement (CBA) wage determinations shall be established at the BPA level.
- Note Regarding CBA wage determinations: If the rates within the CBA wage determination for this location exceed the offeror’s current GSA Schedule MAS rates for specific labor categories, the offeror may submit pricing that exceeds the current GSA Schedule rates. However, if selected for award, the offeror **must** modify their base GSA Schedule MAS rates for those identified labor categories within 30 days of BPA award. Performance may not commence until the Contracting Officer for this BPA has received a copy of the Schedule contract modification which satisfactorily demonstrates the revised pricing.
 - As part of the offeror’s price quote, the offeror must identify the labor categories and rates to which the CBA wage determination will apply, where the offeror will seek a modification to the base GSA Schedule MAS contract pricing.
 - The offeror must provide a self-certification that they will submit the request and appropriate documentation in a timely manner to ensure the base GSA Schedule MAS contract is modified within 30 days of BPA award.

6. Contractor Teaming Arrangement (CTA)

- Those offeror’s submitting under a CTA shall provide a copy of the team’s teaming agreement identifying the following:
 - The CTA document should designate all team members and their corresponding Schedule contract numbers.
 - Describe the tasks to be performed by each team member, along with the associated proposed prices (e.g., unit prices, labor categories, and hourly rates) .
- An authorized representative of each entity of the CTA must sign the quote package.

- The CTA must provide a certificate or statement that identifies a single point of contact, i.e., a principal representative (by name) of the CTA for purposes of resolution of contractual matters and payment issues.

Evaluation Phase 1 Submission:

a. Volume I (a) - Technical Quote

1. Prior Experience
2. Past Performance

a. Volume II - Price Quote

1. Pricing Information

- Signed Standard Form 1449, including acknowledgement of any amendments
- Information required in Section 2.1 of this RFQ
- Fully completed Electronic Offer Sheet in Microsoft Excel format

2. GSA Schedule Contract Information

- Copy of GSA Schedule MAS contract which clearly indicates the following information:
 - GSA Schedule Contract Number
 - List of all SINs awarded under offeror's MAS contract
 - Current Period of Performance
 - Ultimate 20-year contract expiration date
 - Evidence that the Ultimate 20-year contract expiration date is on or after xx/xx/xxxx <<insert end date of anticipated last option period, inclusive of potential FAR 52.217-8 6 month extension of services>>.
 - Copy of all Schedule pricing modifications. This should include any approved pricing for Ancillary SINs, to include commercial catalog pricing and Schedule-approved mark-up for materials
 - Evidence that the offeror's GSA Schedule MAS contract has been modified through Refresh ##005-47QSMD20R0001, as of April 7, 2021, current refresh can be accessed at the following link: <https://beta.sam.gov/opp/7e6934171e29429b95a4e086870167a1/view> by the closing date of this RFQ.

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- Offerors must complete "Appendix C - Self-Certification Statement" which states that all rates offered (with the exception of Order Level Materials (OLMs)) correspond to line items on the contractor's GSA Schedule Price List and that they do not exceed the contractor's rates of the applicable SIN.

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- Services under this RFQ are covered by the Service Contract Labor Standards. Applicable areawide prevailing wage determinations shall be drawn from the MAS contract. Applicable collective bargaining agreement (CBA) wage determinations shall be established at the BPA level.
- Note Regarding CBA wage determinations: If the rates within the CBA wage determination for this location exceed the offeror's current GSA Schedule MAS rates for specific labor categories, the offeror may submit pricing that exceeds the current GSA Schedule rates. However, if selected for award, the offeror **must** modify their base GSA Schedule MAS rates for those identified labor categories within 30 days of BPA award. Performance may not commence until the Contracting Officer for this BPA has received a copy of the Schedule contract modification which satisfactorily demonstrates the revised pricing.
 - As part of the offeror's price quote, the offeror must identify the labor categories and rates to which the CBA wage determination will apply, where the offeror will seek a modification to the base GSA Schedule MAS contract pricing.
 - The offeror must provide a self-certification that they will submit the request and appropriate documentation in a timely manner to ensure the base GSA Schedule MAS contract is modified within 30 days of BPA award.

Evaluation Phase 2 Submission:

- a. Volume I (b) - Technical Quote
 1. Management Plan

Offerors are advised that the entire quote package submission, inclusive of all attachments, shall not exceed 20MB. Failure to meet this requirement will result in a rejection of the offeror's quote. It is recommended the offeror submit their quote to the Contracting Officer with a read receipt request.

Notwithstanding any other statement within the RFQ, there is a size limitation of 100 pages for the Management Plan factor. This limitation is inclusive of any charts, tables, pictures, and diagrams. This limitation is not intended to imply the Government is expecting quotes to be of a particular length. Instead, offerors are encouraged to make their quotes only as voluminous as is necessary to respond to the preparation instructions set forth in the RFQ. Pages that exceed the required page limitations will not be evaluated. **Additional pages over the maximum allowed will be removed or not read and will not be evaluated by the Government. No pricing information should be included in your Management Plan submission.**

The quote should clearly demonstrate that the offeror has a thorough understanding of the requirement. Mere statements made by the offeror that he/she understands, can or will meet the RFQ requirements or paraphrasing the RFQ or parts thereof will be considered inadequate. Phrases such as "Standard procedures will be employed" or "well known techniques will be used" will also be considered inadequate. Clarity and completeness of the description of the offeror's approach to the project is essential. Marketing brochures count against the page limitation and should only be submitted if they are necessary to support the content of the technical quote.

2.3 Requirements for Submission of an Eligible Quote (Qualifications for Award Eligibility)

Offerors whose:

- (1) GSA Schedule contract does not contain the required SINS identified in this RFQ , OR
- (2) GSA Schedule contract Ultimate 20-year expiration date is prior to August 31, 2032 without a continuous contract in place, OR
- (3) Quote does not contain a “Self-Certification”, OR
- (4) The offer’s representations, certifications or other statements indicate the offeror is not eligible for award at the quote due date and time of this RFQ, will not be considered eligible for award and will be eliminated from further consideration.

3.0 EVALUATION FACTORS

Evaluations will be conducted in accordance with FAR Subpart 8.4.

A single BPA award will be established with the responsible contractor whose quote conforms to the requirements outlined in this RFQ and is most advantageous to the Government based on the best value determination. GSA will determine best value to the Government based on evaluation of price with non-price factors considered. The combined weight of the non-price factors is more important than price.

The technical criteria, listed in descending order of importance, for this requirement, are as follows:

- Management Plan
- Prior Experience
- Past Performance

The RFQ will require offerors’ quotations to price options which will be included in the overall evaluation of offers for award in accordance with FAR Subpart 17.2. The offeror must submit firm-fixed prices and extended prices (i.e. Unit Price x Estimated Quantity) for every line item listed under each performance period. Total Evaluated Price will be calculated as indicated on the Electronic Offer Sheet, provided in the RFQ.

Only those quotations that fully meet all submission and eligibility requirements as outlined in the RFQ (see RFQ Sections 1.3, 2.1(2), 2.3 and 3.2) will be evaluated. All ineligible offerors will not receive any further consideration and will be eliminated from this procurement action.

3.1 Phased Evaluation Procedure

This procurement will be conducted utilizing a Phased Evaluation Procedure. The Phase 1 submission is due by the due date established under Section 1.8. The Phase 1 submission shall be inclusive of :

- *Technical Quote*
 - o *Prior Experience*
 - o *Past Performance*

- *Price Quote*

The Government will determine the eligibility of each offeror on a pass/fail basis. Offers will be deemed ineligible if:

- *It does not fully meet all submission and eligibility requirements as outlined in the RFQ Sections 1.3, 2.1(2), 2.3 and 3.2.*

*Offerors whose quotes deem the offeror as having low probability of success and a high overall risk to the Government will be notified of this via formal letter. In addition, any offeror whose price quote is extremely non-competitive compared to a majority of the other offers will be notified via formal letter that their offer is highly unlikely to receive an award. Those offerors will be notified of the government's initial determination, however offerors **will not** be deemed ineligible for award nor eliminated from further review. Offerors may notify the Contracting Officer if they want to continue to the next phase of evaluation. Upon notification, the offeror may continue into Phase 2 of the procurement and will be responsible for the submission of all required Phase 2 requirements.*

Offerors will be given approximately (10) days from time of request to submit the required information. The Phase 2 submission shall be inclusive of:

- *Technical Quote*
 - o *Management Plan*

3.1 Technical Evaluation Factors

3.1.1 MANAGEMENT PLAN - This factor addresses the Contractor's overall approach and commitment to managing the Blanket Purchase Agreement (BPA) and accomplishing the objectives of this requirement. Offerors are encouraged to provide innovative solutions that provide a positive benefit or advantage to the Government, which may be viewed favorably. The Government has the right to incorporate all or part of the Contractor's proposed Management Plan. If incorporated, the Management Plan will be binding upon the Contractor and the Government. This factor is comprised of a Management Approach and a Technical Approach, as further described below:

- (a) Management Approach - The Management Approach addresses how the Contractor intends to manage the BPA in order to successfully accomplish the requirements of the Performance Work Statement. Quotes will be evaluated on the extent to which they provide adequate staffing and communications, as detailed below:

- (1) Staffing Plan - The Staffing Plan addresses how the Contractor intends to accomplish the requirements of the PWS using in-house and subcontracted resources. Quotes will be evaluated on the extent to which they propose to (1) provide for the maintenance of a qualified workforce; (2) ensure adequate and efficient resource coverage at all locations under this BPA; and (3) minimize operational disruption as a result of contractor employee turnover and other constraints to employee availability.

Submission Requirements - The Staffing Plan should include:

- (i) Positions, their titles, responsibilities, and physical locations. Identify the positions and individuals that are proposed as “key”.
- (ii) Minimum qualifications for each position identified
- (iii) Training strategy for contractor’s staff in accordance with PWS Section H.17.2. At a minimum, include (1) a list of training provided by or funded by the contractor, or (2) specific trades training for each position, and (3) milestones for completion of initial, periodic, and refresher training.
- (iv) Subcontractors/Contractor Team Arrangements (CTA) that will be used and their areas of responsibility.
- (v) Description of how the contractor plans to recruit and retain personnel, particularly key personnel.
- (vi) Description of how the contractor intends to fill vacancies as a result of attrition, including process to screen and onboard potential candidates and any interim actions to maintain performance levels.
- (vii) Description of how the offeror will manage resources with a union agreement.
- (viii) Description of how resources will be shared amongst the buildings and on campus.
- (ix) Overall approach, priorities, and the work to be accomplished during the transition phase

NOTE: After award, the Contractor shall be obligated to adhere to the proposed minimum qualifications for each position. No changes to specific personnel proposed for key positions may be made without the government’s consent.

- (2) Monthly Progress and Communications Plan - The Monthly Progress and Communications Plan addresses how the Contractor intends to communicate with GSA staff and other stakeholders. Quotes will be evaluated on the extent to which the plan proposed ensures (1) all concerned parties are informed and up to date on all building projects and issues; (2) the Contractor’s plan facilitates strategic and tactical planning; and (3) pertinent information is systematically documented and provides for greater ease of access for personnel.
Submission Requirements - The Monthly Progress and Communications Plan should include the Contractor’s method for providing the GSA staff and other stakeholders with accurate monthly progress information describing the status and impact of all current and future contract and asset programs including custodial and mechanical, projects, energy usage, tenants, etc. The Contractor should articulate specifics on how this update will be accomplished, including the information to be provided, goals and objectives.
- (3) Quality Control Plan - The Quality Control Plan addresses how the offeror intends to ensure the quality of services performed under this BPA. Quotes will be evaluated on the extent to which they provide for the continued operation of equipment and services, prevention of potential disruptions to equipment and

services and the timely performance of required repairs and any other corrective action.

Submission Requirements - The Quality Control Plan should detail the Contractor's methods, frequencies, documentation, and remedies for ensuring that work performed is of the highest quality. It should describe the procedures for correcting problems and addressing Quality Assurance findings. The plan should be tailored to address the different requirements of the PWS, including custodial, mechanical, elevators, and other PWS requirements.

- (b) Technical Approach - The Facilities Engineering Approach addresses the Contractor's overall approach as to how the offeror intends to perform the work described in the PWS as well as the Contractor's understanding of the PWS requirements. Quotes will be evaluated on the extent to which they provide adequate preventive/predictive maintenance, NCMMS usage and data management, repair management, project management and alteration project assistance, and energy conservation, as detailed below:

- (1) Preventive/Predictive Maintenance (PM) Plan - The PM Plan addresses how the offeror intends to ensure all equipment and systems covered under the scope of the PWS requiring a PM procedure, tour, etc. is continually accounted for, scheduled, documented, and completed as scheduled each month. Quotes will be evaluated on the extent to which the plan demonstrates an effective, compliant, and efficient operation and maintenance of all equipment and systems while ensuring maximum equipment life and minimum downtime. Plans that successfully and holistically integrate the use of the Government's CMMS, quality control, and other aspects of the Contractor's programs are viewed favorably.

Submission Requirements - The PM plan should detail the Contractor's approach for ensuring all equipment and systems covered under the scope of the PWS requiring a PM procedure, tour, etc. is continually accounted for, scheduled, documented, and completed as scheduled each month. The plan should articulate how the Contractor's approach will provide for the efficient operation of all equipment and systems; maximum equipment life; minimum downtime for accomplishing procedures, and a system that identifies equipment requiring upgrades or replacement, and warranty management. The plan should detail the Contractor's approach to using the 2018 GSA Maintenance Guide, any deviations and the rationale for doing so. The plan should detail what equipment will receive tours, the frequencies, the methodology for documentation, and the application of data in efficient operations. The Contractor should articulate specifics on the employee(s) using the BAS system, the training they will receive, the ways they will use the system and associated benefits, any subcontractor(s) and the support they will provide quantified in hours and associated services.

- (2) NCMMS Usage and Data Management Plan - The NCMMS Usage and Data Management Plan addresses how the offeror intends to use and manage the NCMMS system and facility database. Quotes will be evaluated on the extent to which the plan demonstrates quality control, usage management, and system

integration of accurate and reliable data within the system as well as information captured outside of the system.

Submission Requirements - The Contractor should provide a plan identifying the personnel who will provide input and output of the government's NCMMS system and facility database. Minimally, the plan should detail (1) intended daily use of the data and associated records to support performance in all program areas (2) quality control activities to ensure consistency, accuracy, and completeness of data, and (3) methodology and timeline for inventory verification. The Contractor should also include a plan for providing an onsite reference library for information not captured in the NCMMS and detail the data and items to be stored.

- (3) Repair Plan - The Repair Plan addresses how the offeror intends to identify, document, and perform all levels of repairs covered under the scope of this BPA. Quotes will be evaluated on the extent to which the plan demonstrates an understanding of the types of repairs under this scope, including required response times, and the necessary documentation involved, to ensure quality materials and workmanship as well as safety to equipment, personnel, and tenants, as described in PWS Section C.34.

Submission Requirements - The Contractor should detail its plan for identifying, documenting and performing all levels of repairs covered under the scope of this contract. The Contractor should include its proposed maximum response times for providing all levels of repair, parts and materials, how after-hours and emergency problems will be addressed, subcontractor plans, etc. For projects expected to cost more than the Contractor's repair responsibility, the Contractor should also propose details of how it will provide a thorough itemized equipment condition assessment including a detailed cost estimate of parts, materials and labor hours, and any other necessary information required to produce a bid package of a quality suitable for solicitation of project proposals.

- (4) Project Management and Alteration Project Assistance Plan -The Project Management and Alteration Project Assistance Plan addresses the offeror's strategy for detailing the capabilities and specific value added services to satisfy the technical support of Government programs and projects as detailed in Section C.38 of the PWS. The plan should articulate the varying levels of resources available for different types of services, including the use of qualified in-house employees, corporate and/or subcontracted resources, and their roles in providing the service.

Submission Requirements - At a minimum, the Contractor should detail the means and methods for providing project management, alteration project assistance, and engineering support of third party construction projects (i.e. executed by **entities other than the offeror**). The Contractor should specify all services that will be made available to the Government both as part of standard monthly services and the specific threshold(s) at which these services will only be available to the Government on a reimbursable (above standard) basis.

- (5) Energy Conservation Approach - The Energy Conservation Approach addresses how the offeror intends to save energy and water during the performance of this BPA. Quotes will be evaluated on the extent to which this approach implements energy conservation initiatives to operate equipment and systems as efficiently as possible without compromising service to building tenants, as described in PWS Section C.20.4.
- Submission Requirements - The Contractor should describe their approach to saving energy and water during the performance of the requirements of this performance work statement. This includes equipment and system operational and maintenance tactics as well as their approach to tracking and documenting the results of their energy conservation efforts and action plans for reducing energy use.
- (6) Storm Water Management Plan – The Storm Water Management Plan addresses how the quoter intends to manage systems, reporting and records controls, and maintain compliance for stormwater systems with the Watershed and other regulatory bodies, as stated in PWS Section C.35.26.
- Submission Requirements – The contractor should present their methodology for appropriately integrating Storm Water Systems into their PM, Tour and Quality Control Plans, use of Best Management Practices, definitize their use of subcontractors, maintain Subject Matter Expertise on current and emerging regulations, and ensure regulatory compliance for all site stormwater systems.

3.1.1 PRIOR EXPERIENCE

- (1) This criterion will measure the breadth, depth and relevance of an offeror's prior experience in performing projects similar in size, scope and complexity to the one described in this RFQ. Similar size is primarily determined by experience with facilities of a comparable square footage. Similar scope is defined by performance of the same type of services. And similar complexity is defined by the same types of facilities; general office space, executive use space and special use space. Such projects must have involved operations and maintenance and related services. Prior experience by predecessor companies and or affiliated key personnel and subcontractors may be considered. Previous projects may have been governmental (federal, state, or local) or private sector contracts. Experience on similar projects for the Federal Government may be considered an asset.
- (2) By the closing date for receipt of quotations, the offeror is requested to submit a detailed descriptive listing of **no more than three (3) projects** performed **within the past five (5) years** that are similar in nature to the one described in this RFQ. For Contractor Team Arrangements (CTA), joint ventures, or any major subcontractor arrangements, the teaming agreement between both parties should be submitted detailing ownership stakes, roles and responsibilities. Projects may be submitted for the CTA/joint venture as an entity or for an individual member of the CTA/joint venture. Prior experience working together in a CTA/joint venture minimizes risk to the Federal Government.

- (3) More recent performance may be deemed to have greater importance than less recent performance. "Similar" is defined as projects comparable in terms of such factors as square footage, duration, complexity of equipment and systems, makeup and mission of buildings and their occupants, types of services performed or level of Contractor responsibility and authority. For ongoing contracts, the Contractor must have a minimum of six (6) months experience performing the services at those location(s) by time of the closing date of this RFQ in order for those contracts to be evaluated as part of the offeror's relevant prior experience. The detailed description submitted for each project should include, as a minimum, the following information:
- (a) Type of facility, number and geographical locations of associated buildings, nature of tenant mission and population, square footage, complexity of equipment, age of facilities.
 - (b) Estimated annual dollar value of contract.
 - (c) Description of services provided and the offeror's level of responsibility and authority on the project.
 - (d) List of subcontracted services and subcontractors used, along with estimated annual cost of each subcontracted service.
 - (e) Type of contract (e.g. cost reimbursable, incentive fee, award fee, time and materials, fixed price, etc.).
 - (f) Date of contract start and completion, including options.
 - (g) Name, title, address, phone number, and email of customer contact. It is incumbent on the offeror to ensure the customer information is current and accurate.
 - (h) Name, title, address, phone number, and email of the building's owner or a representative of the owner who can attest to the quality of the services provided. It is incumbent on the offeror to ensure this information is current and accurate.
- (4) A cover sheet for the contractors' use, Appendix A, is provided in the RFQ. This cover sheet will provide for a summary of the information above. However, the contractor will still be required to submit detailed information further describing the project.

3.1.2 PAST PERFORMANCE

- (1) This criterion will evaluate the quality of an offeror's past performance in performing services for **projects similar in size, scope and complexity** to the one described in this RFQ. It assesses the offeror's overall quality of past performance, record of conforming to contract requirements and to standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the responsiveness of management; the offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; including the offeror's business-like concern for the interest of the customer, and the offeror's overall performance on their contracts. Evidence of a history of successful past performance as a team will be considered an asset for any Contractor Team Arrangements (CTAs), joint ventures and subcontracting arrangements.
- (2) Past performance will be evaluated by analysis of the information requested and provided under Prior Experience (above), as well as information obtained through interviews with the

offeror's customers and/or the building's owner or a representative of the owner. Regarding past performance on any projects submitted on behalf of managers, key personnel, subcontractors or other partners, evidence of collaborative prior experience among the partners will be viewed favorably.

- (3) In addition to those references provided directly by the offeror, the Contracting Officer may identify and analyze the relevant past performance of the offeror on any other contract on which they have performed within the past five (5) years of which the Contracting Officer has knowledge or obtains knowledge. Because of the wide variety of past performance history of individual offerors, the Government is not required to ensure that an equal number of references be obtained for each offeror.

Submission Requirements:

For each project submitted under Factor 3.1.2 Prior Experience, the offeror is requested to submit by the closing date for receipt of quotations the completed questionnaire contained in Appendix B: Past Performance Questionnaire (PPQ), completed by the applicable client, for each project. Completed PPQs should be submitted with the quote. Ensure correct phone numbers and email addresses are provided for the client point of contact. Offerors should follow-up with clients/references to ensure timely submission of questionnaires. If the Offeror is unable to obtain a completed PPQ from a client for a project before the RFQ closing date, the Offeror should complete and submit with the quote the first page of the PPQ, which will provide contract and client information for the project. If the client requests, the client may submit a questionnaire directly to the Government's point of contact, via email at mark.talarico@gsa.gov and ralph.dayougar@gsa.gov prior to RFQ closing date. Offerors may resubmit questionnaires previously submitted with other quotes/proposals or may obtain an updated/new PPQ from a client for any submission. Offerors shall not incorporate by reference into their quote PPQs previously submitted for other RFQs/RFPs (i.e., GSA will not maintain a database of PPQs submitted by offerors, therefore the completed questionnaires, whether new, or previously submitted on another procurement, must be submitted with the quote).

3.2 PRICE

- (1) The offeror's GSA Schedule Price List must contain line items for all services/labor categories and materials (with the exception of OLMs) to be furnished under the resulting BPA. All prices quoted should be inclusive of all labor, materials and equipment to successfully perform the services identified. The Price Quote must not propose prices that exceed the contractor's current GSA Schedule Price List. GSA will not establish a BPA with a contractor whose price submission in response to the RFQ exceeds its current GSA Schedule Price List.
- (2) Offerors must self-certify in their quote that the rates offered (with the exception of OLMs) correspond to line items on the contractor's GSA Schedule Price List and that they do not exceed the contractor's rates of the applicable SIN. Contractors are strongly encouraged to offer discounts from their awarded Schedule MAS contract prices in the submission of offers for this potential BPA. Because the goal of the GSA Contracting Officer is to establish a BPA without further communicating with contractors, there may be no additional opportunity for

contractors to revise BPA pricing submissions or offer further discounts prior to BPA establishment.

- (3) Offerors are cautioned that any quote may be rejected as ineligible if it is materially unbalanced as to prices for the BPA years. An offer is unbalanced when it is based on prices that are significantly understated for some work and prices that are significantly overstated for other work.
- (4) Offerors must quote prices for all line items in order to be considered for award. Offerors may not use pricing alternatives, which differ from these instructions. The Government reserves the right to accept or reject line item prices at the time of award.

4.0 RFQ PROVISIONS

The terms and conditions of the Awardee's GSA Schedule Contract shall apply to this RFQ.

In addition, the following provisions are hereby incorporated into the RFQ:

FAR 52.217-5, EVALUATION OF OPTIONS (JUL 1990)

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

FAR 52.233-2, SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: General Services Administration, Region 3, 100 S Independence Mall W, Philadelphia, PA 19106. (Attn: Mark R. Talarico *Contracting Officer*).

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

5.0 AWARD

- (1) FAR Subpart 8.4, Use of Federal Supply Schedules is applicable. FAR Part 15, Contracting by Negotiation, is not applicable. Award of the BPA will be based on price and non-price (technical) factors. Informal selection procedures will be utilized for this procurement. An award will be made to the offeror whose quotation is determined to be the best value to the Government. FAR 2.101 defines "best value" as the "expected outcome of an acquisition that,

in the Government's estimation, provides the greatest overall benefit in response to the requirement".

- (2) The Government intends to establish a BPA without further communicating with contractors. Consequently, contractors are highly encouraged to quote their best technical and pricing quotes in their initial submissions. However, the Government reserves the right to communicate and/or conduct exchanges with any or all contractors submitting a technical and price quote, if it is determined advantageous to the Government to do so. This statement is not to be construed to mean that the Government is obligated to communicate with every offeror (note that FAR Part 15 procedures do not apply to FSS orders, therefore formal discussions are not applicable). A contractor may be eliminated from consideration without further communication if its technical and/or pricing quotes are not among those contractors considered most advantageous to the Government based on a best value determination.
- (3) All or part of the offeror's written technical and/or price quote and/or individual sections of the offeror's submission may be incorporated into the award based on the Contractor Officer's discretion. After award, the offeror shall be obligated to adhere to the incorporated plans and sections of the offeror's technical and/or price quote.

6.0 APPENDICES

Appendix A	Cover Worksheet for Submitting Information About Prior Experience
Appendix B	Past Performance Questionnaire
Appendix C	Self-Certification Statement

7.0 ATTACHMENTS - The attachments specified below will be incorporated into the resultant BPA.

Attachment 1	BPA Terms and Conditions
Attachment 2	Applicable Wage Determinations
Attachment 3	Standard Form 1449 (see separate attachment)
Attachment 4	Electronic Pricing Sheet (see separate attachment)
Attachment 5	Performance Work Statement (PWS) (see separate attachment)

APPENDIX A

COVER WORKSHEET FOR SUBMITTING INFORMATION ABOUT PRIOR EXPERIENCE

This Cover Worksheet is to be included at the front of each project submitted under the Prior Experience submission.

A. Contract/Project Overview

- a. Contract Number: _____
- b. Name of Project: _____
- c. Type of Facility: _____
- d. Number and Geographical Locations of Associated Buildings:

- e. Nature of Tenant Mission and Population:

- f. Square Footage (individual buildings & cumulative):

- g. Estimated Dollar Value: _____
- h. Type of Contract (i.e. cost reimbursable, incentive fee, time and materials, fixed price):

- i. Period of Performance (include contract start date, completion date and option information):

B. Description of Services

- a. Brief Description of Project (description and type of services provided/performed, include complexity of equipment, age of facilities and offeror's level of responsibility and authority on the project)

- b. List of subcontracted services and subcontractors used, along with estimated annual cost of each subcontracted service

C. Contact Information

- a. Name/Title/Phone Number/Email Address of Building's Owner or a Representative of the Owner who can attest to the quality of the services provided:

APPENDIX B

PAST PERFORMANCE QUESTIONNAIRE

<<Project Name>>

<<Project Location>>

INSTRUCTIONS FOR CLIENTS COMPLETING THIS QUESTIONNAIRE: The General Services Administration (GSA), Public Buildings Service (PBS) is evaluating past performance in selecting a contractor for a Blanket Purchase Agreement for Operation and Maintenance Services. You have been identified by one of the offerors as someone who could attest to the quality of that offeror's performance on the contract listed below. Your completion of the attached questionnaire would be of great benefit in selecting the most qualified firm to perform the work under this Blanket Purchase Agreement.

PBS requests that the client completes this questionnaire and submits it directly back to the offeror. The offeror will submit the completed questionnaire to PBS with their quote, and may duplicate this questionnaire for future submission on PBS RFQs. Clients are highly encouraged to submit questionnaires directly to the offeror. However, questionnaires may be submitted directly to PBS via email at mark.talarico@gsa.gov and ralph.dayougar@gsa.gov no later than May 14, 2021 @ 3:00 pm est. The government reserves the right to verify any and all information on this form.

OFFEROR BEING EVALUATED: _____

CONTRACT BEING EVALUATED: _____

NAME OF EVALUATOR: _____

EVALUATOR'S AGENCY/COMPANY: _____

EVALUATOR'S ROLE IN PROJECT: _____

EVALUATOR'S EMAIL ADDRESS: _____

EVALUATOR'S TELEPHONE NUMBER: _____

May GSA contact you for clarification? ____ Yes ____ No

PAST PERFORMANCE QUESTIONNAIRE

OFFEROR BEING EVALUATED: _____

CONTRACT NAME: _____

CONTRACT NUMBER: _____

CONTRACT LOCATION: _____

CONTRACT AWARD METHODOLOGY : _____
(i.e., best value, sole source, low bid)

NAME OF EVALUATOR: _____

EVALUATOR'S AGENCY/COMPANY: _____

EVALUATOR'S ROLE IN PROJECT: _____

EVALUATOR'S EMAIL ADDRESS: _____

EVALUATOR'S TELEPHONE NUMBER: _____

=====

On a scale of 0 to 5, rate the Contractor on following areas of performance (scale is defined with each factor).

1. Rate the Contractor's overall management of the project.

0 – Contractor was not proactive and services suffered due to lack of management.

5 – Contractor was proactive and responsive and the services were efficiently and effectively provided.

Rating: _____ Comments: _____

2. Rate the Contractor's quality control of the project.

0 – There were a significant number of quality of work issues and the services suffered due to lack of quality control.

5 – If any, Contractor resolved quality of work issues and services flowed smoothly resulting in a high quality project.

Rating: _____ Comments:

3. To what extent did the contractor adhere to contract deliverable schedules at significant milestones?

0 - Contractor rarely met scheduled milestone requirements.

5 - Contractor met/exceeded scheduled milestone requirements.

Rating: _____ Comments:

4. To what level of consistency did the Contractor's staff demonstrate technical knowledge to successfully perform the services?

0 – Contractor's staff failed to adequately demonstrate technical knowledge required to successfully perform the services.

5 – Contractor's staff consistently demonstrated adequate technical knowledge to successfully perform the services.

Rating: _____ Comments:

5. Rate the Contractor's ability to recruit and retain qualified personnel, especially the onsite management team.

0 – Contractor was not able to satisfactorily recruit and retain qualified managers or other key personnel.

5 – Contractor was able to continually recruit and retain qualified managers or other key personnel.

Rating: _____ Comments:

6. Rate the Contractor's management of subcontractors on the project.

0 – Contractor channeled all subcontractor issues through to the Government without any involvement and the quality of work suffered significantly due to lack of management.

5 – Contractor actively and effectively managed the subcontractors and handled all coordination issues.

Rating: _____ Comments:

7. Does the contractor have the ability to adapt to changing requirements while maintaining a desired level of quality?

0 - Contractor was unable to demonstrate flexibility or adaptability

5 - Contractor was very effectively able to proactively plan, communicate and adapt to changing requirements outside of areas of control

Rating: _____ Comments:

8. How effectively did the contractor partner with your organization or agency?

0 – Contractor failed to partner effectively creating difficulty in communicating issues and presenting a fractured front to the customer agencies

5 – Contractor partnered effectively by clearly communicating issues and concerns and presenting a common front to customer agencies.

Rating: _____ Comments:

Overall Rating

In summary, provide an overall rating for the work performed by this contractor:

- ☐ Excellent
- ☐ Very Good
- ☐ Acceptable
- ☐ Unacceptable

[Redacted]

Comments:

Would you hire or work with this contractor again? *(If "no" please explain in comments below):*

- ☐ Yes
- ☐ No

[Redacted]

Comments:

Additional Comments

If you know any further information that was not covered by this questionnaire, but you feel is important, please provide this information:

APPENDIX C

Self-Certification Statement

With signature on this sheet, I (_____) certify all proposed pricing
Insert Full Name and Title

submitted by (_____) is either at or below the schedule rates on the GSA
Insert Name of Offeror

Schedule contract for (_____) or, in lump sum pricing, are based upon rates
Insert Name of Offeror

at or below the schedule rates and that no rates were used that would exceed the Schedule rates.

In the event that the rates within the CBA wage determination for this location exceed the current rates in (_____)’s GSA Schedule MAS Contract, I certify that I will
Insert Name of Offeror

submit a request for modification to the base GSA Schedule MAS contract in a timely manner to ensure the contract is modified within 30 days of BPA award in accordance with Section 2.2.4 of this RFQ. Performance may not commence until the Contracting Officer for this BPA has received a copy of the Schedule contract modification which satisfactorily demonstrates the revised pricing.

=====

I further certify that I am authorized by (_____) to sign this certification.
Insert Name of Offeror

Full Name

Title

Name of Offeror

ATTACHMENT 1 BPA Terms and Conditions

ATTACHMENT 1.A: FAR/GSAM CLAUSES

The terms and conditions of the Awardee's GSA Schedule Contract shall apply to the awarded BPA and any resultant BPA calls issued thereafter as applicable to this procurement.

In addition, the following clauses are hereby incorporated into the RFQ and the resultant BPA.

FAR 52.217-8, OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

FAR 52.217-9, OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed (10) years.

GSAR 552.217-71, NOTICE REGARDING OPTION(S) (NOV 1992)

The General Services Administration (GSA) has included an option to purchase additional quantities of supplies or services and to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

FAR 52.222-42, STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed

under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C. 5341](#) or [5332](#).

*This Statement is for Information Only:
It is not a Wage Determination*

NOTE TO CO: The following information in completing FAR 52.222-42. Please note that the information provided in the clause is For Information Only and should not be considered a Wage Determination. The SCA Wage Determination will apply to the contract.

- Fringe percentages: Pre-populated in templates (based on OMB Civilian Position Full Fringe Benefit Cost Factor)
- Employee Class: List applicable occupations using the “Service Contract Act Directory of Occupations”:
<http://www.dol.gov/whd/regs/compliance/wage/SCADirV5/Vers5ContentsTable.pdf>
- Find occupation and corresponding grade (i.e. GS-5, WG-10, etc)
- Match the GS or WG hourly rate for corresponding area
 - GS Hourly Rates: <http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2013/general-schedule/>
 - WG Hourly Rates: <http://www.cpms.osd.mil/Subpage/AFWageSchedules/>
- For example, if you have a Janitor in Philadelphia...
 - Janitor is WG-2
 - WG-2 for Philadelphia is \$15.83

EMPLOYEE CLASS	HOURLY MONETARY WAGE	% OF BASIC HOURLY RATE AS FRINGE BENEFITS
		Health Ins: 7.0%
		Retirement: 26.1%
		Medicare: 1.45%
		Misc Fringe: 1.7%
		TOTAL: 36.25%

SICK LEAVE REQUIRED BY LAW:

13 days of sick leave per year

PAID HOLIDAYS PROVIDED BY LAW:

New Year's Day	Independence Day	Veterans Day
Martin Luther King's Birthday	Labor Day	Thanksgiving Day
Washington's Birthday	Columbus Day	Christmas Day
Memorial Day		

VACATIONS OR PAID LEAVE AS REQUIRED BY LAW:

- (1) 2 hours of annual leave each week for an employee with less than three years of service.
- (2) 3 hours of annual leave each week for an employee with three but less than 15 years of service.

(3) 4 hours of annual leave each week for an employee with 15 or more years of service.

WAGE DETERMINATION:

Offerors are advised that the various classes of service employees who will be employed in the performance of the contract awarded under this Request for Quote must be paid the minimum monetary wage and shall be furnished fringe benefits shown on the attached Wage Determination No. **Service Contracting Act 2015-4282, dated December 21, 2020, Revision #17.**

This determination was issued under the provisions of the McNamara-O'Hara Service Contract Act (79 Stat. 1034), and in accordance with Part 4-3 of 29 CFR Part 4.

LIMITATION OF GOVERNMENT'S OBLIGATION

(a) Contract line item(s) [Contracting Officer insert after negotiations] is/are incrementally funded. For this/these item(s), the sum of \$___[Contracting Officer insert after negotiations] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total net amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government", or similar clause included in this contract. As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those items(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will be notified in writing (e.g., electronic mail) and via a GSA-maintained website ([Contracting Officer insert website URL prior to award]) at least 15 calendar days prior to the next scheduled allotment date in paragraph (j) of this clause that the Government is: (1) Allotting additional funds for continued performance and increasing the Government's limitation of obligation in a specified amount and therefore the Contractor agrees to continue performance; or (2) Terminating the contract.

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor agrees to continue performance in accordance with this contract. The provisions of paragraphs (b) and (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date(s).

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated in paragraph (j), in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment will be made in the price(s) (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or

in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes", or similar clause in this contract.

(f) The Government may at any time prior to termination, allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled [CO selects one or the other and deletes the one not selected: "Default" OR "Cause"], or similar clause in this contract. The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause. (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause entitled "Termination for Convenience of the Government", or similar clause in this contract.

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract*	\$ _____ **
(month) (day), (year)	\$ _____ **
(month) (day), (year)	\$ _____ **
(month) (day), (year)	\$ _____ **

* Insert the award date of the contract award

** To be inserted after negotiation.

(End of clause)

ALTERNATE I.

If only one line item will be incrementally funded, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) Contract line item _____ is incrementally funded. The sum of * is presently available for payment and allotted to this contract. An allotment schedule is contained in Paragraph (J) of this clause.

GSAR 552.232-72, FINAL PAYMENT UNDER BUILDING SERVICES CONTRACTS (MAR 2012)

Before final payment is made, the Contractor shall complete and furnish the Contracting Officer with GSA Form 1142, Release of Claims, releasing all claims against the Government relating to this contract, other than claims in stated amounts that are specifically excepted by the Contractor from the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

GSAR 552.204-9, PERSONAL IDENTITY VERIFICATION REQUIREMENTS (OCT 2012)

(a) The contractor shall comply with GSA personal identity verification requirements, identified at <http://www.gsa.gov/hspd12>, if contractor employees require access to GSA controlled facilities or information systems to perform contract requirements.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have access to a GSA-controlled facility or access to a GSA-controlled information system.

ATTACHMENT 1.A.1: Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

TO BE COMPLETED BY CONTRACTOR AND SUBMITTED WITH QUOTE: Complete with the required representation at FAR 52.204-24(d) (1) and (2).

The following representation applies to the initial BPA call for base monthly services awarded under this BPA. Additional representations and certifications may be required on subsequent calls for additional services, which will be specified with each RFQ for Additional Services.

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

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

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

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 Items. 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, 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; an 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.

(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)

ATTACHMENT 1.B: PACKAGING AND MARKING

1. Payment of Postage and Fees

All postage and fees related to submitting information including, but not limited to, forms and reports to the CO or the COR, shall be paid by the Contractor.

2. Marking

All information submitted to the CO or the COR, shall clearly indicate the BPA number and BPA call number (if applicable) for which the information is being submitted.

ATTACHMENT 1.C: INSPECTION AND ACCEPTANCE

1. Government Personnel Roles And Performance Evaluation:

- a. **Contracting Officer** - The Contracting Officer (CO) has the overall responsibility for the administration of this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to CO's authorized representative.
- b. **Contracting Officer's Representative** – The Contracting Officer's Representative (COR) assists the CO in the discharge of the responsibilities when the CO is unable to be directly in touch with the contract work. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance by the contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site; ensuring compliance with contract requirements insofar as the work is concerned; and advising the CO of any factors which may cause delay in performance of the work.
- c. **Performance Evaluation** - The successful offeror on this contract will have their performance evaluated by GSA in accordance with the Quality Assurance Plan. The evaluation will be used to determine suitability for future GSA contracts as well as future Option Periods included in this requirement. The contractor will have the opportunity to review and comment on any evaluation that may affect future GSA contract awards.
- d. **Evaluating Contractor Performance** - The General Services Administration is using the Contractor Performance Assessment Reporting System (CPARS) module as the secure, confidential, information management tool to facilitate the performance evaluation process. CPARS enables a comprehensive evaluation by capturing comments from both GSA and the contractor. The website for CPARS is <http://www.cpars.gov>.

Completed CPARS evaluations are sent to the Past Performance Information Retrieval System (PPIRS) which may then be used by the Federal acquisition community for use in making source selection decisions. PPIRS assists acquisition officials by serving as the single source for contractor past performance data.

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.

CPARS Training

Contractors may sign up for CPARS training. A schedule of classes will be posted to the CPARS training site (<http://www.cpars.gov/allapps/cpcbtdlf.htm>) and updated as needed.

CPARS Role_Contractor Representative (CR)

All evaluations will be sent to the Contractor Representative (CR) named on your award. Access to CPARS will be granted to the CR after the award is registered in the system.

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.

The contractor must promptly notify the Contracting Officer of any change in their CR to allow the update to be made in the system.

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.

2. Failure to Perform - The below supplements GSAR 552.212-4, Contract Terms and Conditions - Commercial Items, Paragraph (a) "Inspection/Acceptance":

- a. If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. If the work remains deficient, the COR may have the work accomplished by other means and deduct the cost thereof from the monthly payment. When the defects in services cannot be corrected by re-performance, the Government may--
- b. Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
- c. Reduce the contract price to reflect the reduced value of the services performed.
- d. If the Contractor fails to promptly perform the services in conformity with the contract requirements or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may--
- e. By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

- f. Terminate the contract for cause.
- g. The Government has the right to include administrative costs associated with actions resulting from the Contractor's failure to perform from any payment deduction or reduction in contract price. Administrative costs are those time and material costs incurred by Government personnel to correct or respond to the Contractor's failure to perform.

ATTACHMENT 1.D: DELIVERIES OR PERFORMANCE

1. Place of Performance:

EXHIBIT J7 BUILDING INFORMATION SHEETS (1 OF 4)

The following are building statistics for informational purposes only. The figures below are estimates only. When necessary, the CO or their designee will provide access to assignment drawings and blueprints.

1. BUILDING DATA

Building Name:	Census Headquarters North Building and Garage
Building Number:	MD0778AG
Age of Building:	Constructed August 2006
North building: Number of floors	8 Above Ground, 1 Below Ground
North Building Garage	5 Above ground floors. 1,617 parking spaces
National Register Status:	No _____
Normal Working Hours:	7:30 am - 5:30 pm, Monday through Friday, excluding
Federal Holidays _____	
Normal Building Operating Hours:	6:30 am - 5:30 pm, Monday through Friday, excluding
Federal Holidays	
Number of Agencies Housed:	2

2. BUILDING STATISTICS

Gross Square Feet	1,368,566
Rentable Square Feet	804,435

EXTERIOR

247.5 Total Complex Acres

3. CHILD CARE CENTER

Playground

N/A

4. CAFETERIAS/CONCESSIONS

Vending

EXHIBIT J7 BUILDING INFORMATION SHEETS (2 OF 4)

The following are building statistics for informational purposes only. The figures below are estimates only. When necessary, the CO or their designee will provide access to assignment drawings and blueprints.

1. BUILDING DATA

Building Name:	Census Headquarters South Building and Garage
Building Number:	MD01822AG
Age of Building:	Constructed in 2007
Number of floors:	8 above ground, 1 below ground
South Building Number of floors:	1 above ground, 1 below ground
South Garage:	5 story garage above ground. 1,504 spaces

National Register Status:	No_____
Normal Working Hours:	7:30 am - 5:30 pm, Monday through Friday, excluding
Federal Holidays_____	
Normal Building Operating Hours:	6:30 am - 6:00 pm, Monday through Friday, excluding
Federal Holidays	
Number of Agencies Housed:	2

2. NORTH BUILDING (Only) STATISTICS

Gross Square Feet	1,183,139
Rentable Square Feet	663,840

<u>EXTERIOR</u>	247.5 Total Complex Acreage
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3. <u>CHILD CARE CENTER</u>	N/A
Playground	

4. CAFETERIAS/CONCESSIONS
Vending
Sundry/Prepackaged Snack Bar
Full Service Cafeteria

EXHIBIT J7 BUILDING INFORMATION SHEETS (3 OF 4)

The following are building statistics for informational purposes only. The figures below are estimates only. When necessary, the CO or their designee will provide access to assignment drawings and blueprints.

1. BUILDING DATA

Building Name:	Washington National Records Center
Building Number:	MD0056AG
Age of Building:	Constructed in 1967
National Register Status:	No_____
Normal Working Hours:	7:30 am - 5:30 pm, Monday through Friday, excluding
Federal Holidays_____	
Normal Building Operating Hours:	6:30 am - 5:30 pm, Monday through Friday, excluding
Federal Holidays	
Number of Agencies Housed:	3

2. SOUTH BUILDING (only) BUILDING STATISTICS

Gross Square Feet	868,971
Rentable Square Feet	856,297

<u>EXTERIOR</u>	23.7 Acres
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3. <u>CHILD CARE CENTER</u>	N/A
Playground	

4. CAFETERIAS/CONCESSIONS
Vending
Sundry/Prepackaged Snack Bar

EXHIBIT J7 BUILDING INFORMATION SHEETS (4 OF 4)

The following are building statistics for informational purposes only. The figures below are estimates only. When necessary, the CO or their designee will provide access to assignment drawings and blueprints.

1. BUILDING DATA

Building Name:	Suitland Child Care Center
Building Number:	MD0781AG
Age of Building:	Constructed in 2003
Number of floors:	1 above ground
National Register Status:	No _____
Normal Working Hours:	7:30 am - 5:30 pm, Monday through Friday, excluding
Federal Holidays _____	
Normal Building Operating Hours:	6:00 am - 5:30 pm, Monday through Friday, excluding
Federal Holidays	
Number of Agencies Housed:	1

2. BUILDING STATISTICS

Gross Square Feet	7,202
Rentable Square Feet	6,887

EXTERIOR

2 Acres

3. CHILD CARE CENTER

Yes

Playground

4. CAFETERIAS/CONCESSIONS

Vending

2. Term of

the Blanket Purchase Agreement (BPA):

After award, the successful offeror will be given a written Notice to Proceed, and shall provide contractual services for a one year period, with the possibility of nine (9) one (1) year options, for a potential contract period total of ten (10) years, commencing on the day specified in the Notice to Proceed.

Following is a listing of the anticipated periods of performance under the BPA:

Initial Base Period: March 1, 2022-February 28, 2023 **(Transition 3/1/2022-5/1/2022)**

Option Period 1: March 1, 2023-February 29, 2024

Option Period 2: March 1, 2024-February 28, 2025

Option Period 3: March 1, 2025-February 28, 2026

Option Period 4: March 1, 2026-February 28, 2027

Option Period 5: March 1, 2027-February 29, 2028

Option Period 6: March 1, 2028-February 28, 2029

Option Period 7: March 1, 2029-February 28, 2030

Option Period 8: March 1, 2030-February 28, 2031

Option Period 9: March 1, 2031-February 28, 2032

3. Options:

a. The Government shall have the unilateral option of extending the term of this BPA for up to nine (9) consecutive additional periods of 1 year each. Refer to FAR 52.217-9, Option to Extend the Term of the Contract, in Attachment I.A.

b. The government may require continued performance of any services within the limits and at the rates specified herein. Refer to FAR 52.217-8, Option to Extend Services, in Attachment I.A.

4. Recognized Holidays:

The holidays identified herein are recognized by the Government. Should a holiday fall on a weekend, the day designated by GSA (Government) shall be recognized as the holiday.

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King Day | 7. Columbus Day |
| 3. President's Day | 8. Veteran's Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |

ATTACHMENT 1.E: CONTRACT ADMINISTRATION DATA

1. Payment

Payment for regular services will be made on a calendar month basis in arrears. In the event the contract begins or ends during the month, payments will be prorated based on the number of calendar days in the respective month. It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of the specifications and quality requirements of this contract. To this end, the Government is contracting for the satisfactory performance of each task identified in the specifications, and deductions will, therefore, be made for any service not provided. Attachment 1.C: Inspection and Acceptance, Section 2, "Failure to Perform", will be used by the Government in determining monetary deductions for non performance of work and supplements GSAR 552.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS, Paragraph (m), "Termination for Cause" in the GSA Schedule contract.

It is agreed that failure to accomplish any work required under this contract, or to satisfactorily accomplish such work, or to comply with any provisions of this contract, where due to the carelessness, neglect, or fault of the contractor, shall constitute a deficiency for which a reduction of payment will be made in accordance with the provisions of this contract. For a more detailed explanation of the payment procedure, please refer to GSAR 552.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS, Paragraph (i), "Payment" in the GSA Schedule contract.

Any inquiries regarding payment shall be directed to the following:

General Services Administration
Finance Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102
Telephone: 817.978.2408

2. Submission of Invoices

Regular Services Invoices shall be submitted on the first of each month to:

General Services Administration
PBS Payments Branch (BCFA)
P.O. Box 17181
Ft. Worth, TX 76102-0181

WebVendor

Vendors must register with Web Vendor (<https://finance3.gsa.gov>) in order to access and view the current status of funds allotted to the BPA/BPA Call. Vendors must also register here in order to submit electronic invoicing for payments.

Payment for Mechanical or Custodial Overtime Services, Emergency Call-back, and Maintenance Repair Services over the threshold will be made on the basis of an invoice for the services submitted with the information indicated below. Invoices for these services must be submitted to: TBD

Each invoice for overtime, emergency call-back, and additional service and maintenance repair service must show the information identified herein.

1. Name, number and address of building in which service was performed.
2. The type of service (overtime or emergency).
3. The time(s) the Contractor's employee(s) arrived at and left the building.
4. Total hours spent at the building.
5. Total amount of billing.
6. Date and time of call.
7. Name of person making the call.
8. Name of person accepting the call.
9. Description of the actions taken

The Government shall not be billed for Preventive Maintenance Services included in the contract which cannot be performed during normal hours and must be performed after hours.

3. PAYMENT BY GOVERNMENTWIDE CHARGE CARD

If awarded an order under the resultant BPA, the offeror agrees to accept payment by Governmentwide commercial purchase card for orders under an amount **to be determined but Not To Exceed \$25,000.00**. Payments made using a Governmentwide commercial purchase card shall be made in accordance with the terms and conditions of the contractor's MAS GSA Schedule contract.

ATTACHMENT 2 – APPLICABLE WAGE DETERMINATIONS

Note Regarding Service Contract Labor Standards Wage Determination:

The prevailing rates of the Service Contract Labor Standards Wage Determination (WD) currently incorporated into the MAS GSA Schedule contract apply. No additional prevailing WD will be incorporated into this BPA or subsequent BPA calls.

For reference, the applicable prevailing WD(s) incorporated into the MAS GSA Schedule contract for the geographic location of this BPA and subsequent BPA calls are as follows:

Service Contract Act Wage Determination 2015-4282, dated December 21, 2020, Revision #17

Price Adjustment Process on referenced prevailing WDs:

Price adjustments in accordance with FAR 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts) may be made to this BPA or subsequent BPA calls, with the following caveats:

- The price adjustment is made on an annual basis (i.e. at the exercise of an option year);
- The price adjustment is based on the WD currently incorporated into the underlying MAS GSA Schedule contract; and
- The adjusted rates cannot exceed the rates in the underlying MAS GSA Schedule contract.

Collective Bargaining Agreement (CBA): (if applicable)

The following Collective Bargaining Agreement (CBA) wage determination applies to this BPA and subsequent BPA calls.

- Collective Bargaining Agreement between Repaintex Inc and International Union of Operating Engineers Local 99-99A, AFL - CIO for Washington National Records (February 1,2018- January 31,2021)
- Collective Bargaining Agreement between Summit Construction and The International Union of Operating Engineers Local 99-99A, AFL-CIO for Suitland, Maryland Term of Agreement (July 1,2020 - June 30, 2023)

Those labor categories subject to the CBA wage determination may be adjusted in accordance with FAR 52.222-43 Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts), with the following caveats:

- The price adjustment is made on an annual basis (i.e. at the exercise of an option year);
- The price adjustment is based on the CBA wage determination currently incorporated into the BPA; and
- The adjusted rates cannot exceed the rates in the underlying MAS GSA Schedule contract.

Note Regarding Wage Rate Requirements (Construction): (if applicable)

For construction services under SIN ANCRA (Ancillary Repair and Alteration) valued at greater than \$2,000.00, where the Wage Rate Requirements in accordance with FAR subpart 22.4 apply, the prevailing wage determination will be identified by the CO and incorporated into the applicable BPA call. Any additional procedures regarding bonds, payrolls, and invoicing for these construction services will be identified in the RFQ of the BPA call.

ATTACHMENT 3 – INFORM

A. Overview of the IN-depth Feedback through Open Reporting Methods (INFORM 2.0) Process

This solicitation is part of an initiative using the INFORM 2.0 process which is designed to enhance the quality and usefulness of post-award communications by providing greater transparency and openness into the procurement process. INFORM 2.0 seeks to increase GSA-industry communication by providing clearer and more complete information to explain the award decision.

Through the INFORM 2.0 process, GSA will seek to share additional information with offerors in writing and/or through an oral feedback meeting that is not required by statute or regulation. For purposes of this solicitation, and in addition to any information required by FAR Part 8.405-2(d), GSA is providing each offeror with the opportunity to participate in the INFORM 2.0 process as further discussed below. The additional opportunities set forth in this section do NOT constitute a debriefing or required debriefing pursuant to FAR 15.506. This is a procurement being conducted pursuant to FAR Part 8 and, accordingly, any regulatory notification of award and a brief explanation of the basis for the award decision are specified at FAR 8.405-2(d).

B. Detailed Description of the INFORM 2.0 Process

B.1. Component 1 - Notification of Award

After award and in accordance with any post-award notification timeframes required by regulation (i.e., FAR Part 8.405-2), the contracting officer will issue written notices to the successful and unsuccessful offerors (the Notification of Decision Statement (NODS)). The notices will contain:

- All information required by statute or regulation;
- An unredacted copy of the complete technical evaluation for that particular offeror that includes a full description of the unsuccessful offeror's favorable items, unfavorable items, and associated risks
- An overall technical evaluation summary for that particular offeror and the successful offeror that includes evaluated price; overall technical ranking, or rating.

B.2. Component 2 - Request for Oral Feedback Meeting or Written Questions

Within three business days after receipt of the NODS, an offeror may, but is not required to:

- Submit a written request to the contracting officer for an oral feedback meeting;

- Submit a list of written questions to the contracting officer; or,
- Take no further action.

If an offeror does not request an oral feedback meeting or submit a list of written questions within the three day time period, the INFORM 2.0 process is concluded.

If the offeror submits a list of written questions in lieu of the oral feedback meeting, the contracting officer will attempt to respond within five business days of receipt of the written questions. Unless otherwise stated, the contracting officer's response to the written questions will conclude the INFORM 2.0 process.

If the offeror requests an oral feedback meeting, the offeror should provide the following information:

- Primary point of contact;
- List of participants with titles (e.g., Senior Vice President);
- List of topics to assist GSA better prepare for the oral feedback meeting; and,
- Preference for in-person, telephone, or web-based conferencing (if available).

The contracting officer will make every effort to schedule the oral feedback meeting within five business days of the offeror's receipt of the notification of award.

B.3. Component 3 - Oral Feedback Meeting

During the oral feedback meeting, GSA's objectives are to provide:

- Reasonable responses to written questions submitted by the offeror;
- Cohesive explanations for the evaluation conclusions and contract award decisions;
- Any additional information about the fairness and impartiality of the evaluation and whether the award decision was rational;
- Reasonable responses to additional questions raised during the meeting;
- Additional transparency into the underlying competition process; and,
- A greater understanding of the evaluation and award process.

GSA will not provide any information that is prohibited by law or regulation.

B.4. Component 4 - Post Oral Feedback Meeting Questions

Within two business days after the conclusion of the oral feedback meeting, the offeror may submit a list of written questions to the contracting officer. The contracting officer will provide

a written response within five business days and, unless otherwise noted, the INFORM 2.0 process is concluded.

If the offeror elects not to submit a list of written questions within two business days after the oral feedback meeting, the INFORM 2.0 process is concluded