



Construction Management as Agent & General Services for FASTC

**Single Award Blanket Purchase Agreement for
Construction Management as Agent and General Services in Support of the
Foreign Affairs Security Training Center (FASTC) Project**

SCHEDULE 871-7 CONTRACT HOLDERS

This is a Request for Quotation (RFQ) using GSA Schedules under FAR part 8.4 (Federal Supply Schedules) Only FAR part 8.4 applies. The contractors agree to and are bound by all instructions procedures and rules of this RFP.

Since contractor submissions are quotations under the GSA Schedule program – FAR 8.4, the government is not obligated to determine a competitive range, conduct discussion with all contractors, solicit final revised quotation and use other techniques associated with FAR part 15. The contracting techniques associated with FAR part 15 do not apply.

PROJECT IDENTIFICATION – FOREIGN AFFAIRS SECURITY TRAINING CENTER

The Department of State's Bureau of Diplomatic Security (DS) has identified a need to establish a Foreign Affairs Security Training Center (FASTC), which will provide hard and soft skills training for a diverse student population that will include DS special agents, foreign service officers, selected foreign law enforcement personnel, and other personnel in a wide array of law enforcement and security disciplines.

Existing facilities are scattered throughout the country and do not meet current training requirements. DS training courses often get canceled because they are in direct competition with military training needs and there are not enough other commercially available specialized training venues to accommodate the increased training needs of the Bureau. In order to meet modern training facility standards and to partially consolidate training functions, the new FASTC will be a state-of-the-art facility located within 150 statute miles of Washington, DC. The new facility is expected to provide training for up to 10,000 students per year.

PROJECT REQUIREMENTS – CONSTRUCTION MANAGEMENT as AGENT

The requirements for this Project are as follows: consolidate multiple training facilities located throughout the country; achieve defined standards for excellence in facility design and performance; utilize time-tested design and construction practices while at the same time incorporating the latest building system technology and environmentally sound design methods into a facility which satisfies all identifiable needs of the client agency; mitigate all credible risks throughout the project and eliminate any adverse conditions present on-site during construction; deliver a facility that provides FASTC with flexibility to accommodate future program variability; realize expected progress timelines on contracted initiatives; complete project within budget constraints; achieve return of investment projections; satisfy user and stakeholder requirements; improve overall FASTC employee morale because of new work environment provided.

****Please be advised that a contractor may make a business decision to participate in the CMA services acquisition as well as the AE service acquisition, but will only be eligible for receipt of one awarded contract. This guidance is provided to avoid the existence of conflicting roles that might bias a contractor's judgment.****



QUOTATION SUBMITTAL REQUIREMENTS AND INFORMATION

To support the above-mentioned requirements the government anticipates issuing a Blanket Purchase Agreement (BPA) under GSA Schedule 871-7 to contractually satisfy this need.

The intent is to issue a BPA under a GSA Schedule contract against which individual BPA calls will be placed based upon future work requirements as they are identified. It is anticipated that most, if not all BPA calls will be awarded on a firm fixed price basis. If circumstances warrant, an individual order may be considered for award on a labor hour basis at the government's discretion.

Please carefully review the general statement of work (SOW) as well as the scope of work for the first BPA call and the instruction included herein and respond with a written quotation. The Contractor must submit their quotation on or before 12:00 p.m. Philadelphia Local Time on **Thursday, July 26, 2012.** All Questions are due by 11:00 a.m. on **Friday, July 13, 2012.**

TECHNICAL EVALUATION

Technical Quotations are weighted as such: 50% for past performance, 25% for technical capability and capacity, and 25% for key personnel. They will be evaluated based on the following criteria:

Past Performance

The contractor's past performance information will be verified by contacting references, as deemed necessary by the Government, and evaluated based on the relevance of the information submitted. Projects similar in size and scope to the work described in this RFQ will be rated more favorably. Also, additional consideration will be given to projects performed in a classified environment. These projects include but are not limited to design and construction of Law Enforcement Training Facilities, Campus Development, Research Facilities, Federal Buildings, Land Ports of Entry, and Build to Suit Leased Government Facilities. As such, the description of the work performed must be sufficiently detailed for GSA to make this determination. The Government may obtain and evaluate past performance information obtained from sources other than those identified in the quote. In rating this factor, GSA will also consider the relevance in size and scope of each project listed to the work described in this RFQ. If otherwise in line for BPA establishment, the contractor will be given an opportunity to explain any negative past performance information to which the contractor has not previously had an opportunity to respond. Projects that are done in a classified environment will have higher relevance.

Technical Capability and Capacity:

The narrative shall provide the Government with a reasonable assurance that the company has the relevant experience and capability required to meet potential BPA requirements. In addition, GSA will rate more favorably quotes that demonstrate previous experience and current capability in providing program and project management support services. GSA will evaluate each contractor's general capacity to fulfill BPA calls under this BPA and will consider all elements required in the Contractor capability and capacity narrative listed below:

- Contractor shall demonstrate their understanding of the scope by indicating past experience that corresponds with the Foreign Affairs Security Training Center Project.
- Contractor shall demonstrate their capacity to handle projects of similar scale to this Project.



Construction Management as Agent & General Services for FASTC

- Contractor shall demonstrate how it will assist in the development, design, construction and commissioning phases associated with this Project.

Key Personnel:

The Project Executive (PE) shall be a registered architect, professional engineer or certified construction manager (CCM) with at least fifteen-teen (15) years of experience in oversight on projects similar in terms of size, scope, and complexity. Also, the PE proposed shall have experience on construction projects over \$100 million or greater. GSA shall approve the resume of the applicant PE. The major duty of the PE shall be to ensure the entire proposed staff is providing professional customer service throughout the duration of the BPA.

The Project Manager (PM) shall be a registered architect, professional engineer or certified construction manager (CCM) with at least fifteen-teen (15) years of experience in the field of construction management and construction inspection on projects similar in terms of size, scope, and complexity. As a minimum, this person shall have experience in the inspection and management of facilities and contracts, submittal reviews, schedule reviews, mechanical/electrical systems, and fire alarm/sprinkler systems. Also, the PM proposed shall have experience on construction projects over \$100 million or greater. GSA shall approve the resume of the applicant PM. The major duty of the PM shall be to serve as the point of contact between GSA, DOS, the AE(s) and the general contractor (GC) or the design-builder (DB).

Other proposed personnel shall have at least ten (10) years experience in the Architectural, Engineering, and Construction (AEC) Industry. Prior work for the Federal and/or State Government is preferred. Also, each person proposed shall have experience on construction projects over \$50 million or greater.

In addition, the contractor shall demonstrate personnel experiences as noted below:

1. Working with senior Government and/or corporate executives.
2. Meeting deadlines on a consistent basis.
3. Managing and delivering projects on schedule, on budget and meeting clients' needs.

PRICE EVALUATION

Price

The Price Quote must not propose prices that exceed the contractor's current MAS 871-7 contract prices. GSA will not establish a BPA with a contractor whose price submission in response to this solicitation exceeds its current contract pricing listed on the GSA schedule

Contractors are strongly encouraged to offer discounts from their awarded Schedule 871-7 contract prices in the submission of offer for this potential BPA. Because the goal of the GSA Contracting Officer is to establish a BPA without discussions, there may be no additional opportunity for contractors to revise BPA pricing submissions or offer further discounts prior to BPA establishment.

The Price Quote shall include at a minimum, the following:

- Offered BPA labor categories



Construction Management as Agent & General Services for FASTC

- Awarded MAS hourly rates
- Proposed BPA hourly rates
- Percentage price discount for each labor category as offered under BPA
- Pricing for any additional items that may be applicable to performance
- Applicable Teaming/Subcontractor information

The quote must also include a self-certification that all labor categories and other items quoted are included on the MAS contract and SIN under which this RFP is issued. Contractors must note any exception that applies and indicate whether or not work will be subcontracted or if a teaming arrangement is planned.

GSA will confirm that the rates offered do not exceed the contractor's Schedule 871-7 rates. GSA will consider any additional discounts offered. Discounts are encouraged in the initial quotation. Contractors may not have an opportunity to offer lower rates in quotation revisions since it is GSA's intent to establish BPA without discussions.

EVALUATION CRITERIA AND SELECTION PROCESS

Evaluations will be conducted in accordance with the Federal Acquisition Regulation (FAR) Part 8.4. A single award BPA will be established with the contractor whose quote represents the best value to the Government.

GSA will determine best value to the Government based on evaluation of price with non-price factors considered. However, the Government will not make an award at a significantly higher overall price to achieve only slightly superior performance capabilities. GSA will verify that proposed services are consistent with the contractors' Schedule 871 contract under SIN 871-7.

SELECTION AND AWARD

Quotes must demonstrate a clear understanding of the nature and scope of the work required. Failure to provide a realistic, reasonable and complete quote may reflect a lack of understanding of the requirements and may result in a determination that the vendor is technically unacceptable. Generally speaking, generic information may receive a lower rating than information well tailored to the selection factors.

Technical Quotations are weighted as such: 50% for past performance, 25% for technical capability and capacity, and 25% for key personnel. The technical factors, when combined, are more important than price. Price will be considered and evaluated in determining the overall best value to the Government. As the technical merits of the quotes become more equal, price may become the determining factor.

A single award BPA will be established with the responsible contractor whose quote conforms to the requirements outlined in this RFP and is most advantageous to the Government based on the best value determination.

QUOTATION PREPARATION

This section provides instructions on how to prepare and submit a quotation in response to this solicitation.

Volume I: Price Quotation



Construction Management as Agent & General Services for FASTC

The hard copies must contain an original signature (dark blue ink) on all documents signed. Be sure that all information is correct and accurate. Protruding tabs must be used to separate each section/form(s). The Contractor must include the following information:

- Part 1: Cover Sheet
- Part 2: Statement indicating "Certification Validity" date on most recent annual representations and certifications from the On-line Representations & Certifications Application (ORCA)
- Part 3: Completed Pricing sheets (BPA and BPA call #1)

The Price Quotation must include labor categories, and discount rates to perform the necessary services. The price quote shall include a total price for the base year and each option period plus a sum total task ceiling price for the entire BPA. The contractor shall identify the specific skill level mix of labor categories intended for use in the base year and each option period.

The price quote shall include a not to exceed line item for travel estimated at \$10,000.00 for the base year and each option years. Travel costs will be reimbursed on an actual basis, subject to the regulatory limitations of FAR part 31.

Volume II: Technical Quotation

Do not discuss any pricing matters in this volume. Do not change the order in which subject items are set forth in these instructions, when preparing your quotation.

A table of contents shall be included at the beginning of Volume II. The Technical Quotation must include two parts:

- Part I: Past Performance
- Part II: Technical Capability and Capacity
- Part III: Key Personnel

Part I: Past Performance:

The quote shall list three (3) projects/orders or capital construction program, completed within the past seven (7) years, with the Federal Government, which demonstrate work similar to that described in the RFP (maximum 3 pages). For each project listed, contractors shall include a short description of the work performed, the size of the project (in gross square feet (gsf)), total dollar amount of work performed or dollar amount of the annual capital construction program, period of performance and the client name and point of contact familiar with the contractor's performance (name, telephone number, address, and email address).

Similar size includes any variety of projects or programs falling under the Construction Management & General Services umbrella. Size of projects shall range from 50,000 gsf to over a one million gsf. Or size of annual capital construction program shall be \$100 million or greater.

Similar scope is past performance encompassing the contractor's expertise in managing multiple, simultaneous projects and schedules relevant to the requirements of the tasks identified in the SOW.

Part II: Technical Capability and Capacity:



Construction Management as Agent & General Services for FASTC

Each Contractor shall submit a narrative (maximum 3 pages) detailing the contractor's ability to provide GSA with the full range of services described in this RFQ's Statement of Work. Each Contractor shall submit a narrative (maximum 2 pages) describing its general capacity to fulfill BPA calls under this BPA.

At a minimum the following represents categories of disciplines that are anticipated based on the scope of work. Please provide with your quote, a staffing matrix on a separate sheet that includes a list of disciplines, educational background, and number of years experience in projects described in this Statement of Work. This list should be in a matrix format, with the aforementioned categories listed at the top of each column.

- Project Executive
- Project Managers
- Senior Scheduler
- Senior Estimator
- Mechanical Engineers
- Electrical Engineers
- Structural Engineers
- Civil Engineers
- Architects
- Claims Analyst
- Risk Management Specialist
- Administrative Assistants

Part III: Key Personnel:

Please provide resumes for each proposed resource and demonstrate how they meet the key personnel requirements starting on page 2 of this RFQ. Identify what discipline each person will hold.

QUOTATION SUBMISSION

The Contractor must submit their quotation on or before **12:00 p.m. July 26, 2012. A Pre-proposal Meeting will take place on Wednesday, July 11th at 10:00 a.m. Philadelphia Local Time at the Strawbridge Building, 20 North 8th Street, Philadelphia, PA 19107.**

Please note that attendance **is not mandatory, but strongly encouraged.** Only questions that are submitted in writing will be incorporated into the Amendment. All final questions are due by **Friday, July 13, 2012 at 11:00 a.m. Philadelphia Local Time.**

MATERIALS SUBMITTED

The Offeror is advised that all submissions and related materials become the property of the U.S. Government and will not be returned. The technical and price quotations, if accepted by the Government, will form binding parts of the Blanket Purchase Agreement (BPA) that results from this solicitation. Therefore, care must be taken to properly address the requirements set forth in the RFQ. In the event of any conflicts between the Schedule and the quote in the resulting Blanket Purchase Agreement (BPA), the Schedule shall govern.

Content

The offeror shall furnish both an original hard copy and an electronic version of Volume I: Price



Construction Management as Agent & General Services for FASTC

Quotation and Volume II: Technical Quotation. It is required that the contractor submit three (3) hard copies.

The Contractor's quotation shall consist of two physically separate volumes individually titled and numbered on the exterior of the top covers as stated below. DO NOT INCLUDE PRICING IN THE TECHNICAL QUOTATION. THE CONTRACTOR IS ADVISED THAT, COMBINING BOTH, VOLUMES I AND II OF THE OFFEROR'S QUOTATION IS NOT RESPONSIVE TO THE RFQ. The required number of each quotation volume is shown below:

VOLUME	VOLUME TITLE	COPIES
I	Price Quotation RFQ No. JMD-0006-06/29/12	3 Hard Original + 1 Electronic (Email) Copy
II	Technical Quotation (Including Parts I, II, and III) RFQ No. JMD-0006-06/29/12	3 Hard Original + 1 Electronic (Email) Copy

The contractor's package should be labeled with the Contractor's name and business address of firm, solicitation number (and the contents as to either Volume I or Volume II. The Contractor must deliver all packages to the Contracting Officer, Jacqueline De Simone, Public Buildings Service (PBS), 20 N. Eighth Street, Philadelphia, PA 19107. Each Volume must have a table of contents with tabbed sections (hard copy).

Hand delivered copies should be sent to the attention of Jacqueline De Simone. Please call 215-446-4519 once you enter the lobby of the Strawbridge building to be escorted.

1. Each volume shall be submitted in standard three ring loose leaf binders. Supporting documentation that is not otherwise bound should be included in the binders.
2. The offeror may submit an electronic version of their quotation by email with Volumes I and II as separate attachments. Email copies should be sent to

To: jacqueline.desimone@gsa.gov and alicia.martin@gsa.gov
Subject: Volume I: Price Quotation: RFP No. **JMD-0006-06/29/12**

To: jacqueline.desimone@gsa.gov and alicia.martin@gsa.gov
Subject: Volume II: Technical Quotation: RFP No. **JMD-0006-06/29/12**

Proprietary Data

Each and every page of both the technical and price quotations must be reviewed for and marked as to proprietary data content, by the Offeror, in strict compliance with FAR Provision 52.215-1. Also see FAR 3.104-4. A single blanket statement at the front of the quotation is not adequate. Failure to mark every page will subject your technical quotation to public release through Freedom of Information Act requests.

STATEMENT OF WORK – CM & GENERAL SERVICES for FASTC



The maximum ordering limitation for this Blanket Purchase Agreement is \$30,000,000.

Required services

Construction Management and General Services will be required throughout the life of this Blanket Purchase Agreement (BPA). The services will be required in Blackstone, Virginia. It is expected that the contractor will have an onsite office during construction. These services include but are not limited to:

1. Project Pre-Design/Planning Phase Services These services include but are not limited to site acquisition support, project delivery type and development recommendations, preliminary concept reviews and initial constructability analyses.

2. Project Design Phase Services These services may include: design technical reviews; code compliance reviews; constructability reviews; analysis of value engineering proposals; preparation of cost estimates (including independent check estimates); cost analysis; cost control/monitoring; energy studies; utility studies; site investigations; site surveys; scheduling (including preparation of schedules and schedule reviews); review of design scope changes (including analysis of schedule impact); scheduling/conducting/documenting design related meetings; and performing market studies (material availability, contractor interest, etc.).

3. Project Procurement Phase Services These services may include: providing assistance to the Contracting Officer in contract procurement; answering bid/RFP questions; attending/participating in site visits; market trend analyses; market surveys; attending/participating in pre-bid conferences; preparing and issuing solicitation amendments for review and approval by the Government Contracting Officer; and performing cost/bid/proposal analysis.

4. Project Construction Phase Services These services may include: establishing temporary field offices; setting up job files, working folders, and record keeping systems; maintaining organized construction files; scheduling and conducting preconstruction meetings; documenting actions taken and decisions made, etc.; monitoring the submittal review process; review and monitoring of project schedules for construction progress with emphasis on milestone completion dates, phasing requirements, work flow, material deliveries, test dates, etc.; assisting in problem resolution and handling of disputed issues (including development of Government position); maintaining marked up sets of project plans and specifications for future as-built drawings; performing routine inspections of construction as work proceeds, taking action to identify work that does not conform to the contract requirements, and notifying the contractors when work requires correction; compiling, through site inspections, lists of defects and omissions related to the work performed and providing these lists to the contractor for correction; review of construction contractor payment requests (including preparation of necessary forms for payment processing); monitoring project financial data and budgetary cost accounting; administration of construction contract change orders (issuing proposal requests, preparing cost estimates, reviewing cost proposals, assisting agency in negotiations, preparing change order packages for processing); scheduling, conducting, and documenting regular progress meetings with all interested parties to review project status, discuss problems, and resolve issues; scheduling, conducting, and documenting (prepare minutes, etc. for distribution) construction related project meetings; monitoring construction contractor compliance with established safety standards (note and report unsafe working conditions, failures to adhere to safety plan required by construction contract); monitoring construction contractor's compliance with contract labor standards; coordination of construction activities with customer Managers and occupying agency personnel;

**Construction Management as Agent & General Services for FASTC**

monitoring the design and construction clarification process and, when appropriate, reminding the A/E and other parties involved of the need for timely actions; participating in all "Partnering" activities during construction (workshops, meetings, etc.); preparing special reports and regular project status reports; providing for progress and/or final photographs of project work; perform site surveys; provide assistance in obtaining permits; perform hazardous material assessments and monitoring of hazardous material abatement work; and provide cost estimating assistance.

5. Commissioning Services These services shall include, but are not limited to, providing professional and technical expertise for start-up, calibration, and/or certification of a facility or operating systems within a facility. The CM must be able to provide any level of commissioning need from total support to specialty services. Commissioning services may require start-up planning, forecasting start-up duration, estimating start-up costs, determining start-up objectives, organizing start-up teams and team assignments, testing building system components, conducting performance tests.

6. Testing Services The CM may be tasked to provide the services of an independent testing agency/laboratory to perform project specific quality control testing and inspection services. The services may include, but are not limited to, testing/inspection of soils, concrete, precast concrete connections, steel, steel decking, applied fireproofing, roofing, curtain walls/glazing, and elevator installations.

7. Claims/Risk Management Services The CM may be tasked to provide Claims Services when and as required by the Government for specific projects. The CM will review disputes and claims from the A&E and/or construction contractor(s) and render all assistance that the Government may require, including, but not limited to, the following: Furnishing reports with supporting information necessary to resolve disputes or defend against the claims; preparation and assembly of appeal files; participation in meetings or negotiations with claimants; appearance in legal proceedings; preparation of cost estimates for use in claims negotiations; preparation of risk assessments/analyses relative to claim exposures; preparation of findings of fact and any other documentation required by the Government.

8. Post Construction Services At or near substantial completion of project construction, the CM may be tasked to provide services such as: Performing Post Occupancy Evaluations (POEs); assisting Agency in the formulation of lessons learned; providing occupancy planning including development of move schedules, cost estimates, inventory lists, etc.; providing move coordination, relocation assistance, and/or furniture coordination; providing telecommunication and computer coordination.

9. e-PM (electronic Project Management) The contractor will work frequently in ePM in addition to performing other project related duties. Therefore the following is being provided for informational purposes only. e-PM is a commercial off the shelf (COTS) database for the design and construction phases. GSA utilizes this technology to track all relevant project data. This includes but is not limited to schedules, budgets, change orders, requests for information (RFIs), requests for proposals (RFPs), submittals, submittal logs, inspection reports, contractor payments, progress photos, and a number of other design and construction data. The contractor will work frequently in ePM using it as a national repository for reporting stimulus related design and construction projects.

10. General Services The CM may be tasked to provide services not related to a specific phase of the project. These services may include:

- Developing, updating, and review of GSA Public Buildings Service handbooks, guides, manuals, and/or policies. When required to support work being performed under any of the major Project Phases, the Government may authorize Additional Services as those listed below.



Construction Management as Agent & General Services for FASTC

- Providing special consultant or special inspection services, such as assessments of hazardous materials, an Industrial Hygienist to monitor removal of hazardous material, a historic preservation consultant to review historically significant matters in existing buildings, etc.
- Performing special studies and/or updates to prior studies.
- Performing other specialized services such as updates to master or environmental plans, interior space planning, site models.
- Providing tenant relocation and moving services at facilities other than those associated with a specific project.
- Providing photographic records beyond the normal scope of presentation and inspection services required.
- Providing expertise as required in unusual situations from specialty disciplines, such as expert testimony for hearings.
- Providing certification services of trade societies, institutes, or organizations.
- Providing scheduling and/or estimating services for other GSA functions.
- Performing market research studies.
- Provide functional support/expertise in areas such as sustainability, fire safety, physical security, geotechnical stability, seismic safety, historic preservation, moisture control, accessibility, building automation, materials evaluation.

11. Place of Performance & Logistics The contractor will be located at the project site, in Blackstone, Virginia, during construction. Occasional travel will be required to Government facilities located in the greater Washington, DC area or the regional office building for GSA, in Philadelphia, PA for the purpose of coordination and attendance of meetings and performance of formal briefings and/or presentations.

QUALITY ASSURANCE MEASURES

Quality Assurance/Quality Control (QA/QC) is essential for every task performed under this BPA. GSA expects the contractor's overall QA/QC to address, at a minimum, the following:

- Identifying the requirements of each deliverable (content, formatting etc.)
- Ensuring projects' scopes, budgets and schedules are delivered on time, on budget and within scope
- Ensuring the accuracy of data collection, input and report content
- Preparing and delivering consummate presentations
- Meeting project and/or reporting deadlines

Deliverables submitted to GSA that do not meet the above will not be accepted. Non-conforming services/deliverables will be corrected at no additional cost to the Government. Written acceptance, conditional acceptance or rejection will be sent to the contractor via email or by mail.

The contractor will have met this quality assurance performance measure when 90 % of the deliverables submitted to GSA are considered 95% complete and in compliance with the QA/QC requirements indicated in each BPA call.

SECURITY CLEARANCE REQUIREMENTS

As a condition of award the selected firm must have, at a minimum, an Interim Secret facility security clearance issued in accordance with the National Industrial Security Program Operating Manual. Designated individuals (i.e. Project Manager) must also have a minimum of an Interim



Construction Management as Agent & General Services for FASTC

Secret personnel security clearance as a condition of award. If the most technically qualified firm does not have a facility security clearance, the contractor will be sponsored for a facility clearance by the U.S. Government. A period of up to 90 days will be allotted for the most technically qualified uncleared company to obtain these necessary clearances prior to award. If the project manager of a company in the process for a facility security clearance is eligible for an Interim secret personnel clearance, and the firm meets all the other criteria, the firm would be eligible for an Interim secret facility clearance. If the facility clearance for the firm and the personnel security clearances for the noted individuals cannot be issued within 90 days, negotiations will cease with the highest technically ranked firm and award to that firm will not be made. Therefore, discussions will then be initiated and held with the second technically ranked firm.

Note: Any subcontractor who requires access to classified information must also have a Secret facility clearance and provide specific individuals (in designated disciplines) with Secret personnel security clearances.

TASKS

Upon award of this BPA, the Contractor will be required to perform tasks stated in individual BPA calls. All tasks will be related to the services described in the "Required Services" list above.

The first BPA call is included within this RFQ and is to be priced by all prospective schedule holders. A bid on this first call is required in order for the entire proposal to be included in the evaluation process. Please fill out the attached quote sheet using the labor rates proposed for the BPA.

See attached the Scope of Work for the first BPA call.

PERFOD OF PERFORMANCE

This is a firm-fixed price single award Blanket Purchase Agreement (BPA). The GSA elects to award a single award based on this solicitation. The base period of performance for this BPA is from February 1, 2013 through January 31, 2014, with four one year option periods following subsequently if awarded. Award of BPA for the base year is anticipated to be made by February 1, 2013 assuming the awarded contractor does not have their security clearance. If the awarded firm already has the required security clearance, the award can be made earlier.

Base Year:

The base year is for a period of 12 months from date of award.

Option Year I:

Option Year I is for a period of 12 months from the end of the Base Year.

Option Year II:

Option Year II is for a period of 12 months from the end of Option Year I.

Option Year III:

Option Year III is for a period of 12 months from the end of the Option Year II.



REQUEST FOR QUOTE: JMD-0006-06/29/12
Construction Management as Agent & General Services for FASTC

Option Year IV:

Option Year IV is for a period of 12 months from the end of the Option Year III.

Note: The Period of Performance (Including Base Year and All Options) is Subject to FAR Part 8.405-3(c).

Contract Option for Additional Services

These additional services will be exercised as contract options.

OPTION CONTRACT CLAUSES

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**.

(End of clause)

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**; 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 **five years**.

(End of clause)

ARRA CONTRACT CLAUSES

The following clauses apply to the American Recovery and Reinvestment Act (ARRA) and are hereby incorporated into this RFQ.

Clauses

- Full Text

**Construction Management as Agent & General Services for FASTC**

- FAR 52.204-11 American Recovery and Reinvestment Act – Reporting Requirements (July 2010)
- Incorporated by Reference
 - FAR 52.215-2 Audit and Records – Negotiation (Oct 2010) – Alternate I (MAR 2009)
 - FAR 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (June 2010)
 - FAR 52.244-6 Subcontracts for Commercial Items (DEC 2010)
 - Prompt Payment clause 52.232-25 (Oct 2008)
- **The American Recovery and Reinvestment Act of 2009 – Reporting Requirements**

This requirement is funded, in whole or in part, by The American Recovery and Reinvestment Act of 2009 (ARRA).

Section 1512 of the Recovery Act mandates that recipients of ARRA funds report quarterly on all applicable projects. FAR 52.204-11, part of the terms and conditions of this contract, provides further guidance on reporting (see Section I). Reports are due within ten (10) days of the end of each quarter.

The website FederalReporting.gov has been set up as the central government-wide data collection system for recipients of awards to submit their project report data. The information from this website will then later feed into Recovery.gov, a public-facing website providing transparency in the use of ARRA funds.

The Government Point of Contact (POC) and Electronic POC that are listed in the Central Contractor Registration (CCR) database for an organization are given the authority to submit reports to the FederalReporting.gov website in accordance with FAR 52.204-11. The POC may delegate another individual to submit reports by following the procedures identified in the *Point of Contact Guide*. In order to submit and review reports, the appropriate individual must first be registered with the FederalReporting.gov website. A *Registration Guide* and a *Point of Contact Guide* can be obtained from the Contracting Officer or dedicated GSA Regional POC (see below).

A standard Excel or XML report format is available for download from FederalReporting.gov. A *Data Dictionary* giving a description of all the report data field elements can be obtained from the Contracting Officer or dedicated GSA Regional POC.

Contractors receiving ARRA funds have the responsibility to report data on the prime contract and any sub-awarded contracts relevant to the project. The Prime Recipient can delegate the responsibility to the Sub-Recipient to report on sub-awarded contract data or the Prime Recipient can report the data on their behalf. The Contractor shall inform the Contracting Officer and dedicated GSA Regional POC of the chosen method for reporting sub-awarded contract data. GSA Mid-Atlantic Region has established a dedicated point of contact to assist all contractors in navigating the ARRA reporting process. **Ginger Graves, Contract Specialist, can be contacted to answer any questions or to provide assistance with registration, data field definitions, report formats, and more. Ginger Graves can be reached by phone at: 215.446.4922 or by email at: ginger.graves@gsa.gov.**

AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) CLAUSES:

- **52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (June 2010)**



Construction Management as Agent & General Services for FASTC

- (a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act).
- (b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are funded in whole or in part with Recovery Act funds.

(End of clause)

**52.204-11 American Recovery and Reinvestment Act – Reporting Requirements
(Jul 2010)**

(a) *Definitions.* For definitions related to this clause (e.g., contract, first-tier subcontract, total compensation etc.) see the Frequently Asked Questions (FAQs) available at http://www.whitehouse.gov/omb/recovery_faqs_contractors. These FAQs are also linked under <http://www.FederalReporting.gov>.

(b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from the Contractor for all work funded, in whole or in part, by the Recovery Act, are due no later than the 10th day following the end of each calendar quarter. The Contractor shall review the Frequently Asked Questions (FAQs) for Federal Contractors before each reporting cycle and prior to submitting each quarterly report as the FAQs may be updated from time-to-time. The first report is due no later than the 10th day after the end of the calendar quarter in which the Contractor received the award. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter. For information on when the Contractor shall submit its final report, see http://www.whitehouse.gov/omb/recovery_faqs_contractors.

(d) The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov.

- (1) The Government contract and order number, as applicable.
- (2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.
- (3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.
- (4) Program or project title, if any.
- (5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.
- (6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

**Construction Management as Agent & General Services for FASTC**

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the Contractor's and first-tier subcontractors' workforce for all first-tier subcontracts valued at \$25,000 or more. At a minimum, the Contractor shall provide—

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR [2.101](#)). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime Contractor and all first-tier subcontracts valued at \$25,000 or more, in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at

http://www.whitehouse.gov/omb/recovery_faqs_contractors.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

- (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- (ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986.

- (9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

- (10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is valued at \$25,000 or more and not subject to reporting under paragraph 9, the Contractor shall require the subcontractor to provide the information described in paragraphs (d)(10)(i), (ix), (x), (xi), and (xii) of this section to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The Contractor shall provide detailed information on these first-tier subcontracts as follows:

- (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
- (ii) Name of the subcontractor.
- (iii) Amount of the subcontract award.
- (iv) Date of the subcontract award.
- (v) The applicable North American Industry Classification System (NAICS) code.
- (vi) Funding agency.



Construction Management as Agent & General Services for FASTC

- (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (viii) Subcontract number (the contract number assigned by the prime contractor).
- (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable
- (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
- (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—
 - (A) In the subcontractor's preceding fiscal year, the subcontractor received—
 - (1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986.
- (xii) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the subcontractor's workforce. At a minimum, the subcontractor shall provide—
 - (A) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR [2.101](#)). This description may rely on job titles, broader labor categories, or the subcontractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and



-
- (B) An estimate of the number of jobs created and jobs retained by the subcontractor in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at http://www.whitehouse.gov/omb/recovery_faqs_contractors.

(End of clause)

PROMPT PAYMENT

Prompt Payment clause 52.232-25 (Oct 2008) is incorporated in this contract by reference. The clause contains information on payment due date, invoice requirements, constructive acceptance and interest penalties. Certain portions of the clause regarding payment due date, invoice requirements, and constructive acceptance have been extracted for your convenience. All days referred to in the extracts below are calendar days.

(a)(1)(i)... The due date for making invoice payments by the designated payment office is the later of the following two events:

The 30th day after the designated billing office receives a proper invoice from the Contractor...
The 30th day after Government acceptance of supplies delivered or services performed...

(a)(3) ...The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in ... (i) through ... (x) ...If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt ... The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., [52.232-38](#), Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer— Central Contractor



Construction Management as Agent & General Services for FASTC

Registration, or [52.232-34](#), Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

NOTE: Invoices must include the ACT number (Block 9 of the GSA Form 300 Award) and shall be submitted in an original only, unless otherwise specified, to the billing office designated in Block 21 to receive invoices. The “remit to” address must correspond to the remittance address in Block 7.

(a)(5) (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision.

Supplemental Invoicing Instructions:

In addition to the requirements for a proper invoice specified in the Prompt Payment clause of this order, the following information or documentation must be submitted with each invoice:

(a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.

(b) Invoices must include the Account Document Number (ADN) assigned at award. The ADN must be listed on all invoices in order to ensure proper payment. The ADN for this requirement is located on Block# 9 of the GSA Form 300 Award.

(c) If this Contract is funded wholly or in part by the American Recovery and Reinvestment Act of 2009 (ARRA), all invoices for work components or Contract Line Items (CLINs) identified as ARRA-funded must cite the work component or CLIN to enable GSA to meet its reporting obligations under ARRA

(d) The GSA Form 2419, Certification of Progress Payments under Fixed Price Construction Contracts, should also be submitted with each progress payment request (Construction contracts only).

(e) The GSA Form 1142, Release of Claims, is required to be submitted only on the Final Payment request.

LIST OF ATTACHMENTS

Title

Attachment 1 –
RFQ Scope of Work (SOW) for BPA call #1

Attachment 2 –
Price Quote Sheet for the BPA

Attachment 3 –
Price Quote Sheet for BPA call #1