



Date: **June 1, 2009**

To: GSA Professional Engineering Services (PES) or Consolidated Federal Supply Schedule Holders

From: GSA Management Service Center

Subject: Request for Quote – GSA Blanket Purchase Agreement – GSA National Construction Management/Project Management Support Services (RFQ# GS10F-09-LP-Q-0001)

GSA's Federal Acquisition Service is issuing this Request for Quote (RFQ) on behalf of the GSA Public Building Service (PBS) to solicit PES/00CORP Federal Supply Schedule holders for the purpose of entering into multiple Blanket Purchase Agreements under existing GSA schedule contracts. The requirement is for a full range of CM/PM services to support PBS capital and non-capital construction and renovation programs described further in the Statement of Work (SOW) provided as part of this RFQ.

If you are interested in competing for this effort, you or your team may participate by submitting your quotation in accordance with the procedures in this RFQ.

TABLE OF CONTENTS

B. SUPPLIES OR SERVICES AND PRICES	<u>3</u>
B.1 INTRODUCTION	<u>3</u>
B.1.2 Objectives	<u>3</u>
B.1.3 Background	<u>4</u>
B.1.4 Scope	<u>4</u>
B.2 LOCATIONS	<u>5</u>
C.1 ORDERING PROCEDURES	<u>7</u>
C.2 REQUIREMENTS	<u>7</u>
C.2.1 General Requirements	<u>7</u>
C.2.2 Specific Requirements	<u>9</u>
D.1 REQUEST FOR QUOTES	<u>26</u>
D.2 INSTRUCTIONS TO CONTRACTORS	<u>26</u>
D.2.1 Submission of Quotes	<u>26</u>
D.2.2 General Contractor Instructions	<u>26</u>
D.2.3 Quote Content and Submission Instructions	<u>27</u>
D.3 FORMAT FOR SUBMISSION	<u>27</u>
D.3.1 Cover Letter	<u>28</u>
D.3.2 Technical Capability	<u>28</u>
D.3.5 Price Submission	<u>32</u>
D.4 EVALUATION CRITERIA AND SELECTION PROCESS	<u>33</u>
D.4.1 Evaluation Factors	<u>34</u>
D.5 SELECTION AND BPA ESTABLISHMENT	<u>36</u>
D.6 GOVERNMENT POINT OF CONTACTS FOR RFQ	<u>37</u>
D.7 PROSPECTIVE CONTRACTORS' QUESTIONS	<u>37</u>
D.8 SUMMARY OF SUBMITTAL DATES	<u>37</u>
ATTACHMENT A. MONTHLY REPORTING VOLUME FORMAT	<u>38</u>
ATTACHMENT B. CONTRACTOR CAPACITY	<u>39</u>
ATTACHMENT C. SAMPLE TASKS	<u>40</u>
ATTACHMENT D. PAST PERFORMANCE SURVEY	<u>41</u>

B. SUPPLIES OR SERVICES AND PRICES

B.1 INTRODUCTION

B.1.1 Identification of Agency

The General Services Administration (GSA), Public Buildings Service (PBS), Office of Design and Construction (ODC), 1800 F Street, N.W. Room 3341, Washington, DC 20405 has a requirement to acquire Construction Management (CM)/Project Management (PM) BPAs that will provide all 11 GSA Regions a contracting vehicle to award individual Task Orders for a full range of CM/PM services to support the PBS capital and non-capital construction and renovation programs. These BPAs will provide a qualified set of contractors with predetermined labor categories and rates which the regions can utilize for acquisition of CM/PM Support Services. These regions will be divided into three Zones as described in Section B.2.

B.1.2 Objectives

1.2.1 CM/PM is defined as a firm performing under a BPA to a building owner, in this case, the General Services Administration (GSA), to provide a variety of construction or project management services. These services will be procured using primarily the GSA Professional Engineering Schedule 871, Special Item Number (SIN) 871-7 Construction Management or the Consolidated Schedule 00CORP equivalent SIN CR425 (see paragraphs C.2.2(f), C.2.2(i), C.2.3(n) and C.2.3(o) for information on additional services that may be required outside the scope of SIN 871-7/00CORP CR425). CM/PM services can include, but are not limited to, pre-planning, programming, design management, design review, procurement support, construction management, commissioning, and post-construction support. *Professional design services are not part of the CM/PM services.*

1.2.2 CM/PM Services will be required primarily CONUS-wide, on an as-needed basis, in support of specific projects or requirements for all 11 GSA Regional Offices and the GSA Central Office, However a few projects may be located overseas in Alaska, Guam, Hawaii, or Puerto Rico. Services will be performed on PBS owned and leased buildings.

1.2.3 GSA intends to use the "Construction Management Standards of Practice" issued by the Construction Management Association of America (CMAA) in developing Task Order scopes of work. GSA also intends to use CMAA publications titled "Contract Administration Procedures", "Time Management Procedures", "Cost Management Procedures", and "Quality Management Guidelines" that supplement the "Construction Management Standards of Practice" in developing the Task Order scopes of work. These CMAA documents establish industry standards of service to define the full range of construction management services without limiting the methods and procedures by which those services will be provided for a particular project or program. The documents are intended as a guide to the level of services a CM/PM could provide. The individual Task Orders will specify the services to be provided. Not every Task Order will require every service listed in these CMAA documents. Conversely, some Task Orders may require unique CM services not listed in these documents.

1.2.4 The Government anticipates establishment of multiple BPAs as a result of this RFQ for the CM/PM services described herein. Firm Fixed Price or Labor Hour/Time & Material with a Not to Exceed (NTE) Task Orders will be issued under the respective BPAs for project specific services.

1.2.5 GSA's goals for the CM/PM BPAs include:

- (a) To obtain sources for qualified professional and technical expertise required to support GSA projects nationwide.
- (b) To allow CM/PM services to be procured as needed on a project-by-project basis.
- (c) To provide GSA personnel with the flexibility to obtain management support services that meet the needs of individual projects.

GSA encourages small businesses to respond to this opportunity. The RFQ evaluation factors include a preference for small business concerns.

B.1.3 Background

GSA has a continuing program involving a wide variety of design and construction projects nationwide and potentially the overseas locations identified in paragraph B.1.2.2. This program involves both new construction projects and renovations of existing buildings. Some of the existing buildings are historic properties. The building types include federal office buildings, federal courthouses, border stations, laboratories, warehouses, and other types of real property. Project sizes range from small remodeling or repair projects to multi-million dollar new buildings or renovations of major existing buildings. At any given time, the projects are in various stages of development from pre-planning through design, construction procurement, construction, and post-construction. The professional and technical services of CM/PM firms are required to support GSA in the management of these projects.

Additionally, President Barack Obama's new economic stimulus package, the American Recovery and Reinvestment Act (ARRA) of 2009, involves investments in the nation's infrastructure, including construction projects that will significantly increase PBS' program and project management duties. As a result, a need for additional program and project management support services is anticipated to fulfill the agency's ongoing mission and to support our customers. It is expected that the need for program and project management support services encompasses more than the implementation period of the economic stimulus package to ensure full execution of PBS responsibilities occurs.

B.1.4 Scope

To provide the required support for all 11 GSA Regional Offices and the GSA Central Office, GSA plans to procure and establish BPAs for CM/PM services. Firm Fixed Price and Time & Material Task Orders with a NTE ceiling will then be issued under the BPAs as CM/PM support services are required on specific projects in each region. Each BPA will be established for a period of five years. Contracting Teaming Arrangements (CTAs, defined at <http://www.gsa.gov/cta>) are anticipated in support of both the core 871/00CORP requirements as well as what is described in paragraphs C.2.2(f), Testing Services, C.2.2(i), General Services, C.2.3(n), Miscellaneous Services and C.2.3(o) Miscellaneous Items. Team members may be added or removed after BPA establishment as described in Section C.2.6.2.

The Task Orders to be issued under each BPA will be based on scopes of work defining specific requirements. The BPAs will establish agreed upon unit labor rates for various construction/project management related labor categories. BPA holders will then use the BPA unit labor rates times quoted man-hours, plus costs associated with the necessary contract support items (if needed) to quote a Firm Fixed price or a Labor Hour/Time & Material NTE ceiling for each individual Task Order. Since multiple contractors are expected on each of the Zonal BPAs, BPA holders will be considered for competition of Task Orders within their respective Zone, as established by BPA ordering procedures in accordance with FAR Part 8.405-3(b)(2). Factors such as (but not limited to) price, past performance on prior Task Orders issued outside and under the BPAs (quality of deliverables/services, timeliness, and cost control), socioeconomic status and potential impact on other orders placed with the contractor (e.g. capacity issues) may be considered in determining establishment of individual Task Orders. Contractors

shall identify the geographic areas in which they are capable of performing the work identified in this Statement of Work (SOW). Given the time constraints imposed by the 2009 ARRA, only contractors awarded Special Item Number (SIN) 871-7 under the Professional Engineering Services GSA Schedule or the Consolidated Schedule 00CORP equivalent SIN CR425 as of the closing date of the RFQ will be initially eligible to submit a quote. The resultant BPAs will contain onramp/offramp provisions to increase the available pool of contractors if determined to be in the best interests of the Government. The first onramp opportunity is anticipated within six months of establishment of the initial round of BPAs. See paragraph C.2.6.2.

It is also the Government's intent to establish two separate BPA lots within each Zone. One lot shall be for larger projects. Another lot shall be for smaller projects. See Section D.3.2.1 for descriptions of these Lots. BPA evaluation shall be conducted separately for each lot in accordance with the criteria stated elsewhere in this RFQ. Socio-economic considerations will be more heavily weighted under the Small Project Lot. A single firm may submit a quote on both lots if it wishes.

Due to the potential volume and estimated total dollar value of one hundred million dollars (\$100,000,000.00) associated with all BPAs issued across all Zones during all 5 years of performance, contractors are encouraged to offer discounts from their currently awarded Schedule prices. However, it is emphasized that there are no intended nor implied guarantees regarding the Government's usage of this vehicle. The BPAs established as a result of this RFQ do not obligate any Government funds.

B.2 Locations

GSA operates in numerous facilities in the DC Metro area, through eleven (11) regional offices throughout the country, and from various satellite locations. However, for purposes of these BPAs, these regions will be grouped into three Zones as shown below. **GSA intends to establish multiple BPAs per Lot per Zone.** Work may be required in any GSA or Contractor location.

Zone A

New England Region (headquartered in Boston, MA): includes Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont.

Northeast and Caribbean Region (headquartered in New York, NY): includes New York, New Jersey, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands.

Mid-Atlantic Region (headquartered in Philadelphia, PA): includes Delaware, Maryland (excluding Montgomery and Prince George's counties), southern New Jersey, Pennsylvania, Virginia (excluding the cities of Alexandria, Falls Church, and Arlington, Fairfax, Loudon, and Prince William counties), and West Virginia.

National Capital Region/Central Office: DC Metro area.

Zone B

Southeast Region (headquartered in Atlanta, GA): includes Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee.

Great Lakes Region (headquartered in Chicago, IL): includes Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin.

Heartland Region (headquartered in Kansas City, MO): includes Missouri, Kansas, Iowa, and Nebraska.

Greater Southwest Region (headquartered in Fort Worth, TX): includes Arkansas, Louisiana, New Mexico, Oklahoma, and Texas.

Zone C

Rocky Mountain Region (headquartered in Denver, CO): includes Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming.

Pacific Rim Region (headquartered in San Francisco, CA): includes Arizona, California, Guam, Hawaii, and Nevada.

Northwest/Arctic Region (headquartered in Auburn, WA): includes Alaska, Idaho, Oregon, and Washington.

C. DESCRIPTIONS / SPECIFICATIONS / STATEMENT OF WORK

C.1 Ordering Procedures

In accordance with FAR 8.405-3, GSA intends to establish one or more **BPA per Lot per Zone** with Federal Supply Schedule (FSS) 871/00CORP contract holders. Ordering activities shall follow the BPA ordering procedures as stated below. All appropriately warranted GSA Contracting Officers are authorized to place orders against this BPA.

GSA intends to establish BPAs with GSA 871/00CORP contract holders in each of the Zones described in Section B.2. The ordering activity shall forward the requirement or statement of work and evaluation criteria to all BPA holders within an established Zone and Lot (ie. Large or Small Project lot) unless a separate determination is made in accordance with FAR 8.405-6 to request quotations from a lesser number. Factors such as technical capability, price, past performance on prior Task Orders (quality of deliverables/services, timeliness, and cost control), and socioeconomic considerations may be considered in determining award of individual Task Orders. Projects shall also be competed within each Lot established (large or small projects) as described in D.3.2.1. Under the Small Project Lot, in the event the ordering officer determines that there exists insufficient sources within that established Lot to provide the Government an adequate level of geographic area coverage or services, the Task Order RFQ will be made available to all BPA firms contained within both Lots in any given Zone. Contractors only having BPAs within the Small Project Lot may not be solicited for work designated for competition under the Large Project Lot. *Note that the decision on whether a particular task order best fits within the Large Project Lot or Small Project Lot is solely at the discretion of the Task Order Contracting Officer.* GSA will evaluate all responses received and place the Task Order with the BPA holder that represents best value. Contractors may be required to respond to a Task Order RFQ in as little as one or two days.

Ordering activities will require prospective Contractors to identify potential conflicts of interest and address/resolve any concerns prior to Task Order award.

C.2 Requirements

C.2.1 General Requirements

The Contractor may be required to provide any or all of the professional services described under SIN 871-7 or the Consolidated Schedule 00CORP equivalent SIN CR425, as detailed on individual Task Orders. For the purposes of this RFQ, construction management/project management support services include the following:

(a) The CM/PM shall provide GSA with sound management advice regarding all work performed on GSA projects via Task Orders issued under its BPA. For each project, the goal shall be to achieve the best value in the work being performed by controlling schedule and budget. The CM/PM shall also be proactive in helping to resolve problems and minimize claims taking all reasonable measures to anticipate problems and delays and to minimize or eliminate their adverse impact on project completion. Throughout performance under the its BPA, the CM/PM must take the initiative and act to mitigate circumstances that could lead to claims, resolve conflicts promptly, and keep the Government advised of any potential disputes. The CM/PM shall exercise all due diligence, utilizing competent personnel within authorized limitations, to make certain that work is performed in conformity with applicable requirements (codes, regulations, standards, construction contract plans and specifications).

(b) The CM/PM shall possess a thorough understanding of the principles of Federal Contracting and GSA contract administrative processes.

(c) The CM/PM shall develop and maintain good working relationships with GSA personnel, client agency personnel, A/E personnel, developers, and construction contractors involved with all work performed.

(d) The CM/PM firm shall maintain the expertise, capability, and resources to respond to GSA's requirements within the geographic area specified in the established BPA. Task Orders issued during the life of the BPAs are expected to principally require work involving new construction, building modernization, repair and alterations, and energy improvements. Knowledge of and experience with the following disciplines/trades are also required in support of the Task Orders: architectural, civil, structural, mechanical, electrical, geotechnical, energy efficiency, elevators, roofing, landscaping, lighting, telecommunications, security systems, historic preservation, fire protection and life safety, hazardous material abatement, acoustics, cost estimating, interior design, space planning, courts planning, scheduling, plus concrete/soils/steel testing and inspection.. The CM/PM is required to satisfy the requirements for professional and technical services that are ordered from time-to-time through the individual Task Orders and their modifications.

(e) The CM/PM **will not** be held responsible for design defects and does not assume any of the contractual responsibilities or duties of the architect-engineers. The architects-engineers are solely responsible for the project designs and shall perform all design related services in accordance with their contracts with the Government. The CM/PM also **does not** assume any of the contractual responsibilities or duties of the construction contractors. The construction contractors are solely responsible for construction means, methods, sequences and procedures used in the construction of the projects, and for related performance in accordance with their contracts with the Government. The CM/PM **does not** have the authority to commit or obligate the Government.

(f) The CM/PM shall advise the Task Order CO/COR/PM immediately of any potential delays in completion of work associated with Task Orders and any problems that are outside the responsibilities of the CM/PM per the BPAs and/or Task Orders issued.

(g) The CM/PM shall be responsible for the security of all project documents provided to them for work under Task Orders in accordance with the provisions of PBS Order No. 3490.1. Specifically, the order sets forth GSA's policy on dissemination of information regarding GSA controlled space in both new and existing Federally owned and leased buildings. The principles of this policy indicate that building/project information is to be given only to those with a need to know; that records be kept of who got the information; that good judgment, common sense, and reasonableness be used to safeguard the information during use, and that it be returned or properly destroyed after use as directed by the TO CO or TO COR.

(h) The CM/PM shall be responsible for obtaining all information required to successfully carryout the scope of work authorized under each Task Order. In cases where the CM/PM believes that available information is not adequate, or of such poor quality as to be unusable, the CM/PM shall immediately notify the Task Order CO/COR/PM and propose alternative data and/or collection methods.

(i) The CM/PM shall establish and maintain proper business relations with representatives of the construction contractor(s), with the GSA Buildings Manager(s) and through the COR, with client agencies at the work site. Any known or anticipated conflicts of interest shall immediately be identified in writing to the Task Order contracting officer.

(j) The official dealings of the CM/PM shall be with prime contractors and Team Members, but not with subcontractors.

(k) CM/PM personnel shall not settle disputes or differences of opinion between prime contractors and their subcontractors, or between subcontractors.

(l) Where differences of opinion exist between CM/PM personnel and Government personnel, the differences shall not be discussed in the presence of prime contractors or their subcontractors.

(m) The CM/PM shall not disseminate any information concerning the project or any information that might be confidential, inflammatory, or derogatory. All requests for information must immediately be forwarded to the Task Order COR before being acted upon.

(n) The CM/PM shall not issue written or oral instructions to, or make any agreements with, prime contractors or their representatives which affect the work in material ways, or which may result in disputes and claims. The CM/PM has no authority, either implied or explicit, to bind the Government in any manner. The CM/PM shall not represent him or herself as a Government employee under any circumstances and shall further clearly identify that he or she is a contractor employee when interacting with other contractors and Government Officials.

(o) The CM/PM shall not under any circumstances assume the responsibilities of the construction contractor(s). This specifically includes the areas of quality control, safety or coordination of work to be performed by subcontractors.

(p) The CM/PM shall establish all necessary liaisons, coordination, and support with any project related agencies and representatives at the Federal, State, Regional, and Local levels as appropriate for each Task Order. The CM/PM shall also coordinate work with clients, A/E's, and construction contractors involved with work under each Task Order.

(q) CM/PM personnel shall participate in partnering sessions. Requirements for formal partnering, including the CM/PM initiating the partnering effort, if required, will be identified in the individual Task Order scopes of work.

(r) For each CM/PM employee located full time at a project site, the CM/PM shall provide its own computer equipment and software to fully satisfy all operational requirements of the BPA. No direct reimbursement is authorized for such items. The CM/PM's equipment and software must be compatible with the system and software used by the Government, i.e. Microsoft Office 2003 Suite applications like Word, Excel, PowerPoint, Access and Microsoft Project.

(s) Personal Services as described in Federal Acquisition Regulation (FAR) 37.104 are prohibited under this BPA.

C.2.2 Specific Requirements

Scope of services shall include all professional and technical services related to the GSA PBS design and construction delivery process. The services are to be performed in cooperation with GSA (as the owner), building occupants (GSA client agencies), architect-engineers (GSA hired designers), and construction contractors (GSA hired constructors). All services shall also be performed in accordance with the latest edition of the Construction Management Association of America (CMAA) "Construction Management Standards of Practice plus the latest edition of supplemental manuals titled "Quality Control Procedures", "Cost Management Procedures", "Contract Administration Procedures", and "Time Management Procedures".

The scope of services includes, but is not necessarily limited to, the following:

- (a) **Project Preplanning/Programming Phase Services.** Such services may include: initial planning; feasibility studies; economic studies; site studies; site investigations; site surveys; preparation of budget and cost estimates; preparation of preliminary schedules; cost modeling and analysis; and cost control management.
- (b) **Project Design Phase Services:** These services may include: design management; design technical reviews; code compliance reviews; constructability reviews; conducting/participating in Value Engineering workshops; 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; hazardous material surveys/analysis; scheduling (including preparation of schedules and schedule reviews); design problem resolution; review of design scope changes (including analysis of schedule impact); scheduling/conducting/documenting design related meetings; participation in Time of Performance meetings to establish construction durations; participation in all “Partnering” activities during design (workshops, meetings); energy performance analysis IAW Energy Independence and Security Act of 2007 (EISA); recommend, calculate and evaluate Leadership in Energy and Environmental Design (LEED) credits; and performing market studies (material availability, contractor interest).
- (c) **Project Procurement Phase Services:** These services may include: providing assistance to the Contracting Officer in contract procurement; providing technical expertise for the Government to prepare answers to bid/RFP questions; attending/participating in site visits; attending/participating in pre-bid conferences; providing assistance with the preparation of solicitation amendments; and performing cost/bid/quotation analysis.
- (d) **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; handling/preparing project correspondence to respond to the parties involved with each project, confirm verbal discussions/directives, document actions taken and decisions made; preparing and maintaining daily diaries for project activities noting events affecting construction progress (weather, manpower, site equipment, work performed); monitoring the submittal review process including maintenance of submittal logs; review and monitoring of project schedules for construction progress with emphasis on milestone completion dates, phasing requirements, work flow, material deliveries, test dates, assisting in problem resolution and handling of disputed issues (including development of Government position, drafting final decision letter); 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 to the Task Order CO/COR that does not conform to the contract requirements, and notifying the Task Order CO/COR when work is thought to require correction; compiling, through site inspections, lists of defects and omissions related to the work performed and providing these lists to the CO/COR for determination of the need for correction; review of construction contractor payment requests (including preparation of necessary forms for payment processing by GSA); monitoring project financial data and budgetary cost accounting (maintain spreadsheets indicating project fund allowances, obligations, payments, balances, planned expenditures); administration of construction contract change orders (preparing cost estimates, reviewing cost proposals at the request of the Task Order CO, assisting GSA 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 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 (including performing site labor interviews, collecting, reviewing, and maintaining weekly payrolls for all project contractors and subcontractors, reporting potential wage violations to GSA personnel); coordination of construction activities with Building Managers and occupying agency personnel; monitoring the design and construction clarification process and, when appropriate, reminding the A/E and other parties involved of the need for timely actions and notifying the CO of potential delays; participation in all "Partnering" activities during construction (workshops, meetings,); preparing special reports and regular project status reports; providing for progress and/or final photographs of project work; perform site surveys using a registered surveyor (establish building lines, elevations, approaches, utility locations); provide drafting services with CADD support (as-built drawings, survey layouts, utility plans); Building Information Modeling (BIM) support; provide assistance in obtaining permits; perform hazardous material assessments and monitoring of hazardous material abatement work; and provide cost estimating assistance.

(e) **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/PM 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, provide technical expertise in developing start-up objectives, organizing start-up teams and team assignments, managing O&M material, overseeing scheduling and scheduling O&M training.

(f) **Testing Services:** The CM/PM shall 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. All specific testing requirements will be established at the Task Order level.

- 1) Testing services shall be coordinated with on-going work at the individual project sites for efficient performance and so as not to delay work in progress.
- 2) The CM/PM shall monitor all independent testing services procured under the BPAs, and immediately notify the COR/PM in writing of any inadequate processes and/or materials not meeting construction requirements.
- 3) Independent testing service agents, including testing laboratories, must be pre-qualified by the American Council of Independent Laboratories and be capable of demonstrating that they specialize in the types of inspections and tests to be performed.

Note: Depending on the specific requirements within a particular Task Order, these services could require use of Contractor Teaming Arrangements (CTAs); or may involve open market competition, or contractor- requested modification of the Contractor's PES/00CORP Schedule contract if Services are recurring in nature and within the contract scope.

(g) **Claims Services.** The CM/PM may be tasked to provide Claims Services when and as required by the Government for specific projects. For definition purposes, Claims Services apply to providing technical support (not legal assistance) in handling disputed matters once a contractor has made written demand for payment or other relief under the contract and submitted it to the Contracting Officer for decision in accordance with the Disputes Act of 1978. A claim does not arise solely upon the occurrence of a dispute or controversy. In relation to Claims Services, the CM/PM will review disputes and claims from the A-E and/or construction contractor(s) and render all assistance that the Government requires, including, but not limited to, the following:

- 1) Furnishing reports with supporting information necessary to resolve disputes or defend against the claims.
- 2) Preparation and assembly of appeal files.
- 3) Participation in meetings or negotiations with claimants.
- 4) Appearance in legal proceedings.
- 5) Preparation of cost estimates for use in claims negotiations.
- 6) Preparation of risk assessments/analyses relative to claim exposures.
- 7) Preparation of findings of fact and any other documentation required by the Government.

(h) **Post Construction Services.** At or near substantial completion of project construction, the CM/PM may be tasked to provide services such as:

- 1) Performing Post Occupancy Evaluations (POE's).
- 2) Assisting GSA in the formulation of lessons learned.
- 3) Providing occupancy planning including development of move schedules, cost estimates, inventory lists.
- 4) Providing move coordination, relocation assistance, and/or furniture coordination.
- 5) Providing telecommunication and computer coordination.

(i) **General Services.** During the life of the BPA, the CM/PM may be tasked to provide services not related to a specific project. Such work must be authorized in advance by the Government as specified in the Task Order. These services may include, but are not limited to:

- 1) Developing, updating, and reviewing of GSA Public Buildings Service handbooks, guides, manuals, and/or policies.
- 2) 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.
- 3) Performing special studies and/or updates to prior studies.
- 4) Performing other specialized services such as updates to master or environmental plans, interior space planning, existing site surveys, site models.
- 5) Planning for tenant relocation and moving services at facilities.
- 6) Providing photographic records beyond the normal scope of presentation and inspection services required.
- 7) Providing expertise as required in unusual situations from specialty disciplines, such as expert testimony for hearings.
- 8) Providing certification services of trade societies, institutes, organizations.
- 9) Providing scheduling and/or estimating services for other GSA functions (leasing projects).
- 10) Performing market research studies.
- 11) 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.

Note: Depending on the specific requirements within a particular Task Order, these services could require use of Contractor Teaming Arrangements (CTAs); or may involve open market competition, or contractor- requested modification of the Contractor's PES/00CORP Schedule contract if Services are recurring in nature and within the contract scope.

C.2.3 Definitions

(a) **Blanket Purchase Agreement Contracting Officer (BPA CO).** The contracting officer is the final authority in all contractual matters relating to the BPAs. The BPA CO has overall responsibility for

administration of the BPAs and is authorized to take action on behalf of the Government relating to the BPAs.

(b) **Task Order Contracting Officer (TO CO)** will have final authority for individual awarded Task Orders. The TO CO may delegate certain responsibilities to Task Order contracting officer representative (TO COR) associated with the performance of individual Task Orders. The TO CORs name and contact information as well as delegated responsibilities will be provided to the contractor by the TO CO.

(c) **Blanket Purchase Agreement Contracting Officer's Authorized Representative (BPA COR).** The establishment letter of the BPA will indicate who has been designated as the BPA COR to assist the BPA CO in the discharge of contract administration responsibilities. Under this BPA, the basic responsibilities of the COR include: acting as the Government representative for receiving and compiling quarterly reports; ensuring compliance with American Recovery And Reinvestment Act (ARRA) reporting; and advising the BPA CO on utilization of the BPA. The BPA COR is not a Contracting Officer and is not authorized to modify the terms and conditions of a BPA.

(d) **Task Order Contracting Officer's Authorized Representative (TO COR).** The award letter of individual Task Orders will indicate who has been designated as the Task Order Contracting officer's Representative (TO COR) to assist the TO CO in the discharge of contract administration responsibilities. Under the specific Task Order, the basic responsibilities of the TO COR include: determining the adequacy of performance by the CM/PM in accordance with the terms and conditions of the Task Order; acting as the Government representative in charge of work at the respective sites; ensuring compliance with Task Order requirements insofar as the work is concerned; approving assignments of CM/PM personnel; conducting prompt payment meetings; and advising the TO CO of any factors which may cause significant delays in performance of work. The TO COR is not a Contracting Officer and is not authorized to modify the terms and conditions of a Task Order.

(e) **Project Director (Or Project Executive) (PD).** The designated GSA representative who has responsibility to plan and coordinate all primary and support activities to ensure all goals and objectives are met, with emphasis on project schedule and budget. In general the PD's role will not be directly involved with day-to-day administrative or technical issues, but will fill a role that is much broader in nature. The PD is a person that views the project on a long-term basis, and assumes a perspective that is management oriented. The PD will be involved from start to finish, will be responsible for adherence to schedule, and will be responsible for coordination. The PD, typically, supervises the GSA project Manager(s).

(f) **Project Managers (PM'S).** Project Managers are the GSA employees assigned to a specific project or projects as representatives of the GSA. The functions and authorities of the PM may be defined in writing, but generally include providing advice and assistance to the primary/supervisory GSA Project Director or key personnel of the Government, to the A/E personnel, to the CM/PM personnel, and to the construction contractors, reviewing the status, technical adequacy, and quality of design/construction; and ensuring compliance with applicable contract documents, codes. Project Managers typically serve as the focal points of daily project management and operations for the Government. PM may also be contractor personnel assigned to projects and also act as representatives of GSA, performing all of the above functions. The PM shall not represent him or herself as a Government employee under any circumstances and shall further clearly identify that he or she is a contractor employee when interacting with other contractors and Government Officials.

(g) **Architect-Engineer (A/E).** The professional services contractors responsible for designing the projects. The architects-engineers are solely responsible for the project designs and shall perform all design related services in accordance with their contracts with the Government. The A/Es may perform

other services during the construction phases that are not included in the contract vehicles for the CM's, the construction contractors, or other firms associated with the project.

(h) **Construction Manager(CM).** The CM is the contractor selected to assist GSA by performing required work on specific projects nationwide in accordance with the scope of services for issued Task Orders. In providing the project management services described in the BPAs scope of work the CM shall act as GSA's designated agent and maintain a working relationship with GSA, its client agencies, plus the architect-engineers, construction contractors, and other contractors supporting the Government. Nothing in the BPAs shall be construed to mean that the CM assumes any of the contractual responsibilities or duties of the architects-engineers or the construction contractors. The construction contractors are solely responsible for construction means, methods, sequences and procedures used in the construction of the projects, and for related performance in accordance with their contracts with the Government.

(i) **Contract Executive (CEX).** The principal CM/PM employee who is responsible for overall administration of the CM/PM BPAs/Task Orders, coordination of the CM/PM efforts, general direction, and accomplishment of CM/PM contractual functions on the projects. The CEX shall work closely and cooperatively with GSA, its client agencies, the A/Es, and the construction contractors throughout the performance period of the BPA and any Task Orders awarded pursuant to the BPA. The CEX shall be the principal point of contact between the CM/PM and the BPA Contracting Officer as well as the principal point of contact for Task Order quotation requests, and BPA correspondence. It is recognized that multiple Contract Executives may be required depending on the number of projects the contractor or team is working on at any given time. However, the contractor's point (or points) of contact for BPA administration must be clearly identified. Also, a point of contact must be identified in each Task Order issued under the BPA.

(j) **Quality Control Superintendents (QCS).** The QCS is a CM/PM employee typically used on major new construction or renovation projects where a full time CM/PM staff is required. In such situations, the QCS is the designated lead for the CM/PM site team responsible for ensuring delivery of the day-to-day construction management services for the duration of construction on a given project. The QCS closely manages and administers all work for which the CM/PM is responsible through all phases of the designated project. Beginning about ten (10) working days in advance of the construction contract notice to proceed, the QCS must be engaged at the job site for performing contract administration, and providing other services required with a view toward completion of all construction within schedule and as required by construction contract documents.

(k) **Project Architects / Project Engineers (PA/PES).** The PA/PES are persons employed by the CM/PM (may be consultants) responsible for professional reviews related to project management services required by the contract Task Orders. While not required, the Government strongly desires that the PA/PES possess and maintain current professional registration(s). However, the PA/PES will not directly perform design services or other A/E services as defined by FAR 36.6.

(l) **Testing Engineers/Technicians (TE/TS).** The TE/TS are responsible for the performance of testing work. TE/TS can be employees of the CM/PM or of a testing laboratory, but in either case must be approved by the Task Order COR.

(m) **Quality Assurance Inspectors/Inspectors.** The Inspectors are CM/PM employees responsible for scheduling, coordinating, and performing the actual specialized field inspection work commensurate with their designated adjectival discipline. Relative to their respective disciplines, inspectors are required to physically inspect work at the site(s) for code compliance and adherence to construction contract requirements; recommend approvals or rejections of materials and workmanship as appropriate; monitor labor and safety requirements (review payrolls, perform labor standard interviews to determine that labor

force is being paid prescribed wage rates; notify the construction contractor orally and in writing when unsafe working conditions are observed); complete written inspection reports for every inspection; process field reports through the QCS for the Government; maintain inspection logs and records of defects and/or omissions; and similar activities.

(n) **Miscellaneous Services.** This term refers to performance of services by Disciplines/Labor Categories that are not covered under the labor categories contained in the contractor's or team's PES 871/00CORP Schedule contract(s). These services may be required by GSA and ordered on individual Task Orders or Task Order modifications. These services could require use of Contractor Teaming Arrangements (CTAs); or may involve open market competition, or contractor- requested modification of the Contractor's PES/00CORP Schedule contract if services are recurring in nature and within the contract scope.

(o) **Miscellaneous Items.** This term refers to work or materials that may be required in support of the project services under Task Orders. Advance approval by the Task Order Contracting Officer is required for these "Miscellaneous Items". Such work, when required by the Government, will be handled as contract modifications. "Miscellaneous Items" may include, but are not limited to, providing signs; safety barricades; cleaning services; preparation for ceremonies, including minor construction activities in connection therewith; temporary toilets and sanitation; fencing; security; obtaining special/multi-use equipment; temporary water, heat and electricity; temporary utility connections to buildings; temporary protective enclosures; field office facilities and related costs thereof such as equipment, furnishings and supplies; installation of Government furnished items; general maintenance; disposal of refuse and debris; blueprinting; pest control; providing for first aid; miscellaneous carpentry. These services or items could require use of Contractor Teaming Arrangements (CTAs), open market competition, or modification of the Schedule if Services/items are recurring in nature.

(p) **Home Office Area.** This term means the cities/states/counties in which the CM/PM's active office(s) is/are located. If the CM/PM's active office(s) is/are located in metropolitan areas consisting of more than one county, the metropolitan area shall be considered the home office area. The CM/PM shall identify one lead office for the BPAs. All management, communications, and control associated with this BPAs shall be conducted through this office.

(q) **Level of Effort.** The CM/PM is totally responsible for its performance and deliverables required by the project specific Task Orders. The Government may require that work be accelerated at certain times to preserve its obligations for accomplishment of the projects. If necessary, this may include issuing Task Order modifications to the CM/PM to provide additional man-hours for specific disciplines/labor categories at the established rates.

(r) **Partnering Sessions.** Partnering is a process designed to help organizations and their people work together effectively in an atmosphere of teamwork and trust to ensure success on large and small projects by completing them on time/on budget. It's about establishing tools to ensure that the project moves along and that any issues are resolved in a timely manner. It is an activity that helps to reduce project risk and mistrust. The goal is to create an environment of cooperation, trust and collaboration. Partnering sessions are anywhere from a half to full day and may be held several times during the course of a construction project. The purpose of the partnering sessions is to help participants know each other better, develop a shared approach to the project, and commit to working together as a true project team. This is accomplished by building rapport and lines of communication, identifying needs, clarifying expectations, goals, guidelines and roles and responsibilities.

C.2.4 References

(a) The following reference materials or appropriate portions thereof will be made available after BPA establishment by the BPA COR, as applicable to the BPA Task Orders upon written request by the CM. Any additional references contained in Task Order scopes of work will be provided as the need arises.

(b) The CM must be familiar with and use the versions/ revisions in effect as of the effective date of each Task Order issued under the BPA, and the CM is required to comply with the policies and procedures set forth in all such references.

- (1) PBS P 100 (2005), Facilities Standards for the Public Buildings Service.
- (2) PBS P-120 (2007), Project Cost Estimating Requirements.
- (3) PBS PQ250 (1992) and PQ251 (1993), Value Engineering Program Guide for Design and Construction.
- (4) Code of Federal Regulations (CFR) Federal Acquisition Regulation (FAR) Title 48, Volumes 1 and 2.
- (5) General Services Administration Acquisition Manual (GSAM) Title 48 Federal Acquisition Regulations (FAR) Chapter 5 General Services Administration.
- (6) Construction Management Association of America (CMAA) Construction Management Standards of Practice plus related manuals (Quality Control Procedures, Cost Management Procedures, Contract Administration Procedures, Time Management Procedures).
- (7) National Fire Protection Association (NFPA) handbooks including the National Electric Code.
- (8) Occupational Safety and Health Administration (OSHA) Standards.
- (9) The International Code Council (ICC) family of codes.
- (10) American National Standards Institute (ANSI) Publications.
- (11) National Electrical Manufacturer Association (NEMA) Publications.
- (12) Elevator Code - ANSI/ASME A17.1 Safety Code for Elevators and Escalators, & supplements.
- (13) Architectural Barriers Act Accessibility Standards.
- (14) United States Courts Design Guide.
- (15) United States Marshals Service Requirements and Specifications for Special Purpose and Support Space Manual, Pub 64 Sections 1, 2, and 3.
- (16) Environmental Protection Agency regulations.
- (17) ASHRAE handbooks and ASHRAE Standard 90-75.
- (18) Energy Independence and Security Act of 2007 (EISA) (Pub. L. 110-140).
- (19) U.S. Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED)
- (20) Federal Information Processing Standards Publication (FIPS PUB 201-1) Personal Identity Verification (PIV) of Federal Employees and Contractors
- (21) Land Port of Entry Design Guide
- (22) PBS Order No. 3490.1, Document Security for Sensitive but Unclassified Paper and Electronic Building Information

C.2.5 RESERVED

C.2.6 Additional Terms and Conditions

C.2.6.1 General

The Contractor shall comply with all terms and conditions of their awarded GSA Schedule 871/00CORP contract under the BPAs and orders issued against the BPAs. The terms and conditions of the

Contractor's Schedule 871/00CORP contract shall prevail over the BPAs and Task Orders, except to the extent that any lower prices established in the resulting BPA take precedence over Schedule 871/00CORP higher prices.

The terms and conditions in the BPAs apply to all orders placed pursuant to it. In the event of an inconsistency between the provisions of the BPA and Task Orders, the provisions of the BPA will take precedence.

BPAs do not obligate funds. The Government is obligated only to the extent of authorized orders made under the BPAs. It is the responsibility of the individual ordering activities to ensure adequate funds are available. There is no limit on the dollar value of order purchases made under the resultant BPAs. The maximum order limitation in Schedule 871/00CORP is for the purpose of determining discounts and does not limit the dollar value of an order.

C.2.6.2 Period of Performance

This BPA will be effective from the date of establishment for a period of five years (e.g., if a BPA is established on April 9, 2009, the full performance period would run through April 8, 2014) unless cancelled. Work on issued Task Orders may extend beyond the effective period of this BPA. However, no new Task Orders may be issued once the five year period has expired. Additionally, should a schedule contract expire during the period of performance, the BPA expires on the same date as the GSA schedule contract and no new Task Orders may be issued after that date. Note that if option periods remain on the Schedule contract, the end of a Schedule contract option period is not considered "expiration" for purposes of this BPA or Task Orders hereunder and performance may continue (See FAR 8.405-3(c) for details). The BPA Contracting Officer shall perform yearly reviews of the BPAs in accordance with FAR 8.405-3(d).

The Contractor shall notify the BPA Contracting Officer no less than sixty (60) days prior to the expiration of the Contractor's Multiple Award Schedule 871/00CORP contract that its contract is about to expire. The BPA will not extend beyond the final expiration of the Contractor's GSA Schedule 871/00CORP contract.

The Government may cancel the BPA at any time by notifying the Contractor Team Lead at least thirty (30) days in advance. BPA cancellation does not release the contractor from the duty to continue Task Order performance. Ongoing orders continue in accordance with their own period of performance, even if the BPA is cancelled. Termination procedures for Task Orders are addressed in the underlying schedule contract.

Onramp/Offramp (open season) Provisions: This program will be reviewed at six-months and one year after BPA establishment (then annually thereafter) to determine whether it is in the best interest of the Government to "reissue" an RFQ for purposes of adding additional BPA holders. The Government is under no obligation to solicit or establish additional BPAs nor will an open season necessarily cover all geographic areas. However, should such a determination to hold an open season be made, during this process the Government may add additional BPA teams or allow existing Prime Contractors/Team Leaders the opportunity to restructure existing teams. In the event that additional BPAs are established in accordance with these provisions, the period of performance of the "onramped" BPAs will only be for that length of time remaining in the originally established 5 year BPA period. This open season will allow the existing CM/PM Prime Contractors/Team Leaders to add new team members, delete current team members, and/or otherwise revise teaming arrangement(s) to respond to future CM/PM Task Order requirements. In very rare instances, unforeseen and/or urgent additions of team members outside of annual open season may be approved. Approval shall only be given by the BPA contracting officer.

Teams that are substantially changed may be reevaluated to determine if they still represent the best value to the Government and may be evaluated against newly proposed teams during the open season. Any team changes require a new or modified Contractor Teaming Agreement signed by all members of the Team. All team changes will be implemented by a BPA modification signed by the BPA Contracting Officer.

C.2.6.3 Conditions

C.2.6.3.1 CM/PM Personnel Staffing and Assignments

(a) The CM/PM is required to utilize the key personnel, specialists, and individual consultants named in their BPA quotation and any subsequent Task Orders (when specified in the Task Order), as accepted by the Government, for the contract Task Orders when they occur, and when an order requires those services.

(b) In the event that any of the key personnel named in the CM/PM's quotation, as accepted by the Government at Task Order award, are unable to perform because of death, illness, resignation from the CM/PM's employ, dissolution of agreement, or other reasons, the CM/PM shall submit within 24 hours to the TO CO/TO COR, detailed written explanations of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any other information that the TO CO/TO COR deems pertinent to approve the substitution. No substitution is to be made without the prior written approval of the TO CO/TO COR. No increases in Task Order pricing will be allowed when substitutions are authorized by the Government.

(c) The TO CO will have the right to effect removals of any CM/PM employees working under any Task Order at any time during the life of the BPA, if those employees are deemed not to possess the proper level of competence or abilities, or otherwise found to be unsuitable for work required. In such cases, the CM/PM must promptly submit the names and any other information pertinent to approvals of substitutions if requested.

(d) Personnel possessing unique technical specialties may be required for certain services related to the Task Orders. Such personnel shall have qualifications as required by the applicable TO and approved by the TO CO/TO COR, which are appropriate to the nature of the services that will be provided.

(e) Failure or delays by the CM/PM in providing qualified personnel who meet the stated requirements of Task Orders, may be deemed sufficient reason by the TO COR to recommend termination for cause to the Task Order Contracting Officer.

(f) In relation to some Task Orders, the CM/PM may be required to send its assigned personnel to a GSA Regional Office for up to 2 working days of orientation in Government policies and procedures. When such orientation is required it will be noted in the Task Order scope of services for pricing. Overall, the CM/PM is responsible for providing instructions to all personnel working on individual Task Orders under the BPAs making them aware of applicable Government regulations, policies, procedures, and uses of forms affecting the conduct of their work.

(g) CM/PM personnel working in or on Government owned facilities will have access to work sites upon favorable completion of Homeland Security Presidential Directive 12 (HSPD-12). See section C.2.6.4.

C.2.6.4 Security Regulations

(a) Clearances: Project specific Task Orders will define any associated requirements for security clearances in accordance with Homeland Security Presidential Directive 12 (HSPD-12) and the

Federal Information Processing Standards Publication (FIPS PUB 201-1) Personal Identity Verification (PIV) of Federal Employees and Contractors. HSPD-12 directs the implementation of a new standardized badging process, which is designed to enhance security, reduce identity fraud, and protect the personal privacy of those (federal employees and contractors) issued Government identification. Failure to submit the required information, submission of unacceptable information, or non-compliance with respective HSPD-12 security regulations will be grounds for removal of the respective CM/PM personnel. When security clearance information is required, the CM/PM's management and operating personnel to be assigned to the specific project defined in the Task Order, including subcontract personnel, will be required to furnish information for security clearances and comply with the security regulations as imposed by the Federal Government. For additional HSPD-12 requirements refer to internet website - <http://www.osec.doc.gov/osy/HSPD-12/HSPD-12Information.html>

- (b) The Government retains the right to deny any CM/PM or subcontractor personnel access to the project for failure to obtain the proper security clearance. Further, the Government reserves the right to exclude or remove from the site or building any CM/PM or subcontractor employee whom the Government deems incompetent, careless, insubordinate, or otherwise objectionable or whose continued employment on the work is deemed by the Government to be contrary to the public interests.
- (c) All security clearances will be processed by the Government at no additional cost. However, contractors must pay the cost associated with traveling to get the card. This usually requires two trips to the nearest credentialing station. All BPA work must be satisfactorily prosecuted as determined by the Government notwithstanding the prerequisites for security clearances.
- (d) The Government reserves the right to close down any project site or Government facility where Task Order work is being performed and order contractor personnel off the premises in the event of a national emergency or a shut-down.

C.2.6.5 Progress Reports and Records

- (a) A written quarterly report will be provided to the BPA Contracting Officer and the BPA Contracting Officer's Representative beginning 3 months after award of Task Orders. The quarterly report shall summarize the status identifying pending and issued Task Orders for projects under the management of the CM/PM. The report shall also provide a summary indicating the value of the pending and issued Task Orders.. It shall be the responsibility of the CM/PM's designated Contract Executive to provide this report.
- (b) Additionally any reports, as mandated by Congress in the American Recovery and Reinvestment Act of 2009 are stipulated in the BPA, and are hereby required in addition to the previously mentioned quarterly reports. See FAR Clauses 52.212-4 and 52.212-5 (latest revision is March 2009 as of the date of this RFQ but see the basic Schedule Contract for the latest version).

C.2.6.6 Reporting Requirements

GSA anticipates placing orders in support of the American Recovery and Reinvestment Plan (reference Public Law 111-5 and FAR Subpart 4.15). The Act requires extensive reporting, tracking, and monitoring requirements.

Contractors shall provide written notification to the BPA Contracting Officer within five (5) days of all new Task Orders awarded under this BPA. The notification shall include a brief description of the task,

name of the requiring entity, period of performance, and estimated dollar value. In addition, the Contractor shall provide one complete electronic copy of each order placed under the BPA to the BPA Contracting Officer within the five-day timeframe.

In addition, Contractor shall electronically submit monthly status reports to the BPA Contracting Officer in the format identified in Attachment A. Reports are to be submitted by the 15th of the following month. If the 15th is a holiday or weekend, orders are to be submitted by the first workday following the 15th of the month. Contractors with no volume are still required to submit the monthly status report.

The status reports shall be cumulative, beginning from the time of BPA establishment, and include at a minimum, organized by Task Order number, each GSA ordering entity (office, center, branch, etc.), Task Order Contracting Officer, Task Order period of performance, Task Order dollar volume-to-date, and a field to denote whether or not the order is in support of The American Recovery and Reinvestment Plan of 2009. For all orders, include a brief summary of the purpose of the order. The report shall also indicate whether each order is firm-fixed price or Labor Hour/Time and Material, along with the total dollar value of the Task Order. Spend under each order shall be updated monthly.

A sample report is included as Attachment A. The Contractor report shall include these and other fields as required by the BPA Contracting Officer. Because the reporting requirements for Recovery Act funds are evolving, additional reporting fields or other requirements, including changes to frequency of reporting, may be added, at no additional cost.

C.2.6.7 Kickoff Meeting

At the Government's request, the CM/PM contractor shall participate in the kickoff meeting for every Zone for which a BPA is established. This may require physical presence by the contractor at each Kickoff meeting at no additional cost to the Government.

C.2.6.8 Subcontracting and Teaming Relationships

Subcontracting and Contractor Teaming Arrangements (CTAs – see <http://www.gsa.gov/cta>) by MAS contractors are strongly encouraged to ensure the success of this program. If an entity is identified as a team member (which means a Schedule contractor working with another Schedule contractor, and is distinguished from subcontracting), all effort proposed for performance by that entity shall be priced based on the team member's GSA schedule less any discount agreed to in the BPA or further discounts proposed on an individual Task Order. If an entity is identified as a subcontractor in the contractor teaming arrangement, effort proposed for performance by that entity shall be mapped into the designated Prime contractor's (CTA member's) GSA schedule rates. Subcontractors, whether they hold a Multiple Award Schedule Contract or not, are not part of the "Team" for BPA purposes and are not a party to the BPA Agreement. At the Task Order level, the BPA Team Lead may propose that a BPA Team Member take the lead and be directly named as the TO Team Lead under a resulting TO award. A team member receiving such a direct award may utilize other BPA team members on the BPA if allowed by the BPA Contractor Teaming Arrangement.

C.2.6.9 Miscellaneous Services and Support Items

The Government may require the CM/PM to either perform Miscellaneous Services and/or Miscellaneous Items in support of services being performed through Task Orders. Contractors for which a BPA is established pursuant to this RFQ will be expected to make all services and supplies/contractor support items contained in their Schedule contract award available at the same general discount contained in the

BPA. This includes services/items not evaluated on one or both of the sample tasks during the evaluation process.

C.2.6.10 Government Records

The CM/PM and its subcontractors shall not disclose any information or data that is proprietary to the Government. All such information or data is reserved exclusively for use between the Government and the CM/PM Contractor, including employees of the CM/PM's firm. When deemed appropriate, the Government may authorize the release of certain information or data necessary for use by the CM/PM in performance of BPA work, and in such cases specific written authorization must be given in advance. Such data so released shall not be further disseminated and shall not be considered released into the public domain. The CM/PM must ensure that this is included in all tiers of subcontracts.

C.2.6.11 Proprietary Information

In the event that performance of any work under the BPAs causes the CM/PM to gain access to proprietary and/or confidential information of other firms/contractors, the CM/PM is required to immediately execute Technology Exchange Agreements/Non-Disclosure Agreements with those firms/contractors, in order to protect the information from unauthorized use. The CM/PM is required to refrain from using any such information for any purposes other than for which it was furnished. The CM/PM must immediately provide the Contracting Officer with a copy of any such agreements with original signatures affixed.

C.2.6.12 Protection and Control of Government Records and Proprietary Information

The CM/PM is required to develop and utilize procedures for custody, use/handling, reproduction, preservation, storage, safeguarding, and disposition of all documents and information of this nature. These procedures must be designed and carried out so that there is no unauthorized disclosure of such documents and information throughout the course of BPA performance.

C.2.6.13 Technical Instructions

The performance of all BPA work is subject to the technical instructions given by the GSA Project Director and/or Project Manager at the Task Order level. These instructions will consist of available design assumptions, general guidance, supplemental details affecting projects, coordination issues/requirements, and liaison matters involving GSA's client agencies. Cooperation with the GSA personnel is of paramount importance in performing Task Order work under this BPA.

C.2.6.14 Restrictions on Other Work

The CM/PM, its employees, and subcontractors/consultants are not authorized to accept any instructions, interpretations, or requests for work; honor any changes or revisions which may incur expenditures or affect price; or take actions which affect the terms of performance or any other requirements of the BPAs and associated Task Orders unless authorized by the BPA CO for BPA issues and the TO CO for Task Orders.

C.2.6.15 Organizational Conflict of Interest

A. In accordance with FAR Part 9.5, a contractor that has been awarded a Construction Management Task Order for a project is prohibited from bidding and receiving an award for the construction of said project. Contractors may bid on construction projects in which they are not the construction manager. Other situations may also create conflicts of interest (i.e. the Procurement Phase Services described in

C.2.2(c)). Task Order Contracting Officers may impose organizational conflict of interest provisions and/or clauses as they determine appropriate based upon the individual situation.

B. Access to Use of Information:

- (i) If the contractor, in the performance of this contract, obtains access to information, such as plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 522a), or data which has not been released or otherwise made public, the contractor agrees that without prior written approval of the Task Order Contracting Officer it shall not:
 - (a) use such information for any private purpose unless the information has been released or otherwise made available to the public;
 - (b) release such information unless the information has previously been released or otherwise made available to the public.
- (ii) The contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 522a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

C.3 Government Furnished Materials And Other Miscellaneous

C.3.1 GSA will be available to participate in the required technical meetings, to discuss user and technical issues, as GSA schedules permit.

C.3.2. GSA will provide the contractor with original and/or electronic copies of GSA authored materials as needed to accomplish the work.

C.3.3 GSA will:

- (a) Issue individual Task Orders specifying the scope of the professional/technical services required for the various projects.
- (b) Furnish to the CM/PM, as required, copies of applicable GSA Public Buildings Service handbooks, design data, and other pertinent reference material.
- (c) Provide the CM/PM with complete information on projects when related Task Orders are issued including drawings, specifications, and other available project documents.
- (d) Arrange authorization to allow CM/PM personnel to enter required work sites upon favorable completion of Homeland Security Presidential Directive 12 (HSPD-12) and the Federal Information Processing Standards Publication (FIPS PUB 201-1) Personal Identity Verification (PIV) of Federal Employees and Contractors. HSPD-12 directs the implementation of a new standardized badging process, which is designed to enhance security, reduce identity fraud, and protect the personal privacy of those (federal employees and contractors) issued Government identification.
- (e) Advise the CM/PM of all formal meetings, presentations, at which their attendance is required, providing at least 3 calendar days advance notice whenever possible.

(f) Provide the CM/PM with necessary direction, including any required approvals, in a timely manner to facilitate resolution of contract or project specific problems. Timely resolution of project specific problems is essential to complete the respective projects within their established schedule and budget.

(g) Provide the CM/PM with timely payment for services rendered upon submission of acceptable invoices.

C.4 Administration

On behalf of the TO CO, the TO COR is responsible for the general administration of individual Task Orders, review/acceptance of all deliverables, and technical direction required under said Task Order. The TO COR will serve as the Government point of contact concerning information exchange, submission review, and payment. Nothing said by the TO COR shall be construed to change contract requirements unless supported in writing in advance by the TO CO.

The GSA points of contact responsible for overall administration of this BPA are:

To Be Determined at time of BPA establishment

Title:

U.S. General Services Administration

Address:

Phone:

Fax:

E-mail:

The BPA COR assigned to this BPA is:

To Be Determined at time of BPA establishment

Title:

U.S. General Services Administration

Address:

Phone:

Fax:

E-mail:

Additional points of contact may be specified after BPA establishment. The Contractor may be asked to provide required BPA deliverables to these points of contact as well.

A separate, Task Order Contracting Officer will be assigned before the performance of each Task Order under this BPA. The Task Order Contracting Officer will be responsible for administering the applicable Task Order.

The Contractor shall provide the BPA Contracting Officer with a primary and alternate administrative point of contact (POC) prior to BPA establishment. One of these points of contact must also be the Contract Executive described in paragraph C.2.3(i). The Contractor shall notify GSA of any changes in contact information as expeditiously as possible.

C.5 Payments

Payments shall be made upon receipt of invoice and acceptance of materials and services. Final payment will be made upon receipt of final invoice and acceptance of materials and a Contractor's Release of

Claims (GSA Form 1142). Details regarding payment will be identified in each Task Order and will be made in the case where a CTA exists within the terms of that CTA (e.g. directly to the Team Lead or separately to each Team Member). This should be clearly described in the submittal.

C.6 Price Adjustments

At no time shall Task Order prices exceed awarded prices on the Contractor's GSA Schedule MAS 871/00CORP contract. The discount pricing relationship established on the BPA for each team member shall be maintained throughout the life of the BPA unless modified by the BPA contracting officer. At the time each Task Order is placed, pricing will be based on the current Schedule contract pricing adjusted for the BPA discount. There will be no retroactive price increases allowed to existing orders. See D.4.1.4 for additional details.

C.7 Authorized Users

Any GSA contracting officer or purchase card holder, acting within the scope of their delegated procurement authority, may place Task Orders against this BPA. GSA will place orders via any means available, including email, facsimile, or in writing.

C.8 Travel

All travel costs associated with the performance of specific Task Orders will be reimbursed in accordance with the Federal Travel Regulations (FTR). As such, estimated allowable and allocable travel costs shall not be included in the quoted BPA pricing information. Costs incurred for transportation and per diem (lodging, meals and incidental expenses) will be billed in accordance with the regulatory implementation of Public Law 99-234, FAR 31.205-46 Travel Costs, and the contractor's cost accounting system. These costs are directly reimbursable by GSA if specifically authorized in the Task Order.

The contractor shall notify the Task Order Contracting Officer in the Task Order quote of the requirement for reimbursement of transportation and per diem expenses, prior to traveling. This Task Order shall include a "not to exceed" limit on these proposed costs. The Government shall not be charged G&A fees for any travel, unless other procedures are specified in the underlying schedule contract. Contractors shall be reimbursed only for incurred costs at or below the "not to exceed" amount specified on the Task Order.

Costs for transportation, lodging, meals, and incidental expenses incurred by contractor personnel on official company business are allowable subject to the limitations contained in FAR 31.205-46 Travel Costs.

C.9 Confidentiality and Nondisclosure

Contractor-generated preliminary and final deliverables, all associated working papers, and other material GSA deems relevant in the performance of Task Orders are the property of the U.S. Government and must be submitted to the Task Order Contracting Officer by the conclusion of the Task Order.

All documents produced as deliverables for any projects under this BPA are the property of the U.S. Government and cannot be reproduced, or retained by the Contractor. All project documentation (deliverables, not contractor working papers unless specifically required in a Task Order) will be given to GSA during or at the conclusion of the Task Order, as required. The Contractor shall not release any information without the written consent of the Task Order Contracting Officer.

Personnel working on any of the described tasks, at the Government's request, will be required to sign formal non-disclosure and/or conflict of interest agreements to guarantee the protection and integrity of Government and/or Contractor information and documents. The Contractor shall not release, communicate or otherwise disseminate information to any other parties without the written consent of the Task Order Contracting Officer.

C.10 Restrictions on Other Work

The CM/PM, its employees, and subcontractors are not authorized to accept any instructions, interpretations, or requests for work; honor any changes or revisions which may incur expenditures or affect price; or take actions which affect the terms of performance or any other requirements of the BPA and associated Task Orders unless authorized by the BPA CO for BPA issues and the TO CO for Task Orders.

C.11 Protection of Information

The Contractor shall be responsible for properly protecting all information used, gathered, or developed as a result of work under a resulting BPA. In addition, the Contractor shall protect all Government data, equipment, etc. by treating the information as sensitive.

Sensitive but unclassified information, data, and/or equipment will only be disclosed to authorized personnel as described in the Task Order. The Contractor shall ensure that appropriate administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, and/or equipment is properly protected. When no longer required, this information, data, and/or equipment shall be returned to Government control; destroyed; or held until otherwise directed by the Task Order Contracting Officer. Items returned to the Government shall be hand carried or mailed to the Task Order Contracting Officer or other designee. The Contractor shall destroy unneeded items by burning, shredding or any other method that precludes the reconstruction of the material.

D. TECHNICAL AND PRICE SUBMISSION

D.1 Request For Quotes

This is a Request for Quotes (RFQ), under Federal Acquisition Regulation (FAR) 8.4 ordering procedures, to establish Multiple Award BPAs for Construction Management/Project Management Support Services for each GSA Zone (see Section B.2 for details on Zonal boundaries). The intent is to further reduce administrative costs by acquiring CM/PM support services from GSA contracts.

The overall objective of this initiative is to give the Government a fast and effective way to procure construction management support services. In this process, the BPAs will allow GSA to save procurement time, realize economies of scales through high-volume ordering, and establish long term relationships with Contractors.

The scope of the BPAs is bound by the Professional Engineering Services GSA Schedule 871, SIN 871-7 Construction Management Support Services or the Consolidated Schedule 00CORP equivalent SIN CR425.

D.2 INSTRUCTIONS TO CONTRACTORS

D.2.1 Submission of Quotes

Quotations shall be received no later than **3:00 p.m., Pacific Daylight Time (PDT), Monday, June 22, 2009**. Quotations received after this time will not be considered for a BPA. All quotes shall be submitted in a sealed package to the address below:

**Brad Powers, Supervisory Contracting Officer
General Services Administration
400 15th Street S.W.
Auburn, WA 98001-6599**

D.2.2 General Contractor Instructions

Quotes shall clearly demonstrate an understanding of both general and specific requirements, as well as convey the Contractor's capability for transforming its understanding into successful performance under a BPA Task Order (or Orders), if any, issued under the terms of a BPA resulting from the RFQ.

A complete quote shall consist of a cover letter, a technical submission, a past performance submission, a socioeconomic status submission and a price submission for each Lot being proposed, as detailed below. Incomplete quotes will be considered non-responsive and will not be further evaluated. A contractor may submit a quote on any one or both of the Lots within a specific Zone.

Quotes submitted solely via facsimile or email are not permitted and will not be accepted as valid quotes.

Any quote or modification will not be accepted after the due date and time for quotes.

Any assumptions forming the basis of the submittal must be clearly identified in the cover letter submitted with the RFQ.

All Contractors whose quotes are not considered or selected for BPA establishment will be so notified. Such notification will state in general terms the basis of non-selection.

All quotes shall be handled in accordance with FAR Subpart 3.104.

Information requested herein must be furnished in writing and be fully and completely in compliance with RFQ instructions. The information requested and the manner of submission is essential to permit prompt evaluation of all quotes on a fair and uniform basis. Simple statements of compliance without the detailed description of how compliance will be accomplished may not be considered sufficient evidence that the Contractor can meet the technical requirements.

Contractor employees responsible for preparing material that may be source selection information must mark each page that the Contractor believes contains source selection information with the legend "Source Selection Information".

D.2.3 Quote Content and Submission Instructions

Contractors should review GSA Schedule 871, SIN 871-7 or the Consolidated Schedule 00CORP equivalent SIN CR425 and are responsible for ensuring that quotes fully comply with all GSA Schedule requirements. Each quote shall clearly demonstrate that the Contractor understands both the general and specific technical requirements of the Statement of Work (SOW). Failure to explain Contractor's ability to meet all requirements may result in the Contractor's quote not being considered. Clarity and completeness of quotes are of the utmost importance. Therefore, quotes must be written in a practical, clear and concise manner.

This requirement has been divided into two separate Lots by project size and complexity. Submissions may be made for either Lot individually or for both Lots within each geographic area. However, those submissions must be separate as they will be evaluated separately. Descriptions of these lots can be found in paragraphs B.1.4 and D.3.2.1.

The narrative shall provide the Government with a reasonable assurance that the company has the relevant experience, capacity and capability required to meet potential BPA requirements. Offerors must also provide labor category descriptions including education, qualifications and certifications EXACTLY as stated in their MAS Schedule contract (no variations from Schedule contract categories or descriptions allowed) with a cross-reference to the proposed labor category described in the SOW above. While the individual contractor's Schedule contract labor categories will be used for Task Orders, including the sample tasks hereunder, this cross reference will be used to ensure understanding of key Government requirements. A restatement of the Statement of Work will be deemed unacceptable and may result in the assignment of a lower technical rating.

D.3 Format For Submission

All items shall be submitted as described, below. The Contractor shall submit one (1) electronic version compatible with the Microsoft Office 2003 Software Suite, on CD-ROM, one (1) original hard copy version, and four (4) duplicate hard copies of the complete quote. An emailed copy of all quotation materials shall additionally be provided the Contracting Officer at bradley.powers@gsa.gov by the specified due date/time, although offerors shall be made aware this does not replace the requirement for the hardcopies and CD ROM submission by the required due date/date to the above specified address. Quotes shall be clearly marked 'Original' or 'Copy' and must show the name and address of the Contractor. Each copy shall be submitted in a separate, three-ring, loose-leaf binder. The Technical, Past Performance and Socioeconomic Information shall be in one set of binders (Contractors shall insert tabbed dividers into this binder to separate the narratives). The Price submissions shall be in a separate set of binders and clearly labeled, with all pages clearly numbered. The CD-ROM should be included with the original, hard copy version of the Price Submission. Past Performance Questionnaires are to be submitted separately and are required prior to the closing of the RFQ as described below.

Each quote shall be legible, single-spaced, typewritten (double-sided preferred), Times New Roman font (or comparable), no smaller than 11 point type-size, on 8 ½ x 11 inch paper.

D.3.1 Cover Letter

An authorized official who can obligate the Contractor shall sign a Cover Letter in contractor format demonstrating the contractor's intent to be bound to the BPA terms and conditions.

D.3.2 Technical Capability

The written Technical Capability submission shall be composed of the following:

- D.3.2.1 Technical Approach/Experience
- D.3.2.2 Management Plan/Capacity
- D.3.2.3 Key Personnel Resumes
- D.3.2.4 Teaming Agreements between Team Lead and all Team Members (only if Schedule Contractor Teaming is proposed)
- D.3.2.5 Sample Task(s)

D.3.2.1 Technical Approach/Experience (maximum 10 pages per Lot)

Submit a narrative detailing your approach to provide the full range of services described in the Statement of Work. Address your approach to providing construction management support services. Address the technical approach and risk management strategy that you will employ in projects of the types listed below. Tailor your quote to the Lot (or Lots) and Zone (or Zones) on which you are quoting.

You must, at a minimum, demonstrate successful experience in the role of CM on the following types of projects within the past 5 years. If proposing a CTA, at least one of the projects which was performed by the proposed Team Lead must provide evidence of coordinating and managing multiple team members, preferably under a formal Contractor Teaming Agreement (CTA) involving the GSA MAS program.

LARGE PROJECT LOT:

Renovation of Existing Buildings:

- a) The project involved renovation of an existing building.
- b) The total construction award cost was not less than \$3,000,000.
- c) The Contract required the CM to provide a variety of project management services (construction phase, design phase, pre-planning) involving the principal disciplines normally required on a major project: architectural, structural, HVAC, plumbing, electrical, fire alarm, and elevator.

New Construction:

- a) The project involved construction of a new facility or annex.
- b) The total construction cost was not less than \$5,000,000.
- c) The Contract required the CM to provide a variety of project management services (construction phase, design phase, pre-planning) involving the principal disciplines normally required on a major project: architectural, structural, HVAC, plumbing, electrical, fire alarm, and elevator.

SMALL PROJECT LOT:

Multiple minor repair and alteration projects:

- a) The Task Order/contract had a duration of at least one year.
- b) The average value of the individual projects was at least \$500,000.
- c) The Contract required the CM to provide a variety of project management services (construction phase, design phase, pre-planning) involving the principal disciplines normally used in a major project: architectural, structural, HVAC, plumbing, electrical, fire alarm, and elevator. The Task Order/Contract involved several buildings within a geographical area.

For EITHER Lot:

You may provide additional examples of construction management work as it relates to your construction management experience. Examples may include, but are not limited to, one or more of the following:

- Work on a historic site and/or building.
- Work involving close coordination with owner security regulations.
- Work involving close coordination with building occupant operations.
- Work involving limited staging areas and site access.
- Work involving special facilities such as courthouses, detention facilities, border stations, and laboratories.
- Work involving complex phasing/coordination issues.
- Work involving Federal Government facilities.

Your ability to demonstrate experience in relevant unique, specialized and/or challenging circumstances may increase your rating under this Evaluation Factor.

D.3.2.2 Management Plan/Capacity (maximum 5 pages)

Submit a narrative Management Plan for each Lot in which you are quoting, describing your capacity to fulfill Task Orders under the BPA. Submittals should discuss your management approach and demonstrate an understanding of the management challenges/problems associated with the broad range of potential task areas involved. Discuss your quality assurance approach and methods for performing work under a Task Order issued pursuant to this BPA taking into account the varying task areas. Also, address your availability of resources; geographic location (See Attachment B) of, or ability to timely deploy resources; ability to successfully perform relevant projects; and ability to perform multiple Task Orders simultaneously. Address your current workload and state how you intend to handle additional workload either by in-house staff, teaming, or subcontracting. Describe your available facilities, resources, and level of technology including the number and types of employees, locations of branch offices involved with Potential Task Order performance, the ability of the branch offices to work independently of the main office, the types of work your team is capable of and will perform, plus the technological resources used on current projects/contracts.

In describing geographic capacity, clearly identify which specific areas within the Zones described in Section B.2 you are intending to service under any resultant BPA. In addition, address your geographic capability, providing a reasonable assurance that all BPA requirements will be met within the areas and Zone(s) in which you have geographic capacity. Address any planned use of Teaming Members or SubContractors for this BPA. Emphasize how efforts between your Team Members and/or Subcontractors will be coordinated and what management controls will be in place to ensure performance.

It is not necessary that you be capable of covering all possible areas within a Zone, although that is strongly preferred and contractors quoting complete Zonal coverage may be considered a better overall value than those quoting less than complete Zonal coverage.

D.3.2.3 Key Personnel Resumes

At a minimum, submit resumes for your proposed BPA Project/Program Managers (if applicable) and/or Contract Executives (CEX). **It is desired that CM/PM firms provide staff certified as construction managers by the Construction Manager Certification Institute sponsored by the CMAA or Project Management Institute (PMI) as Project Management Professionals (PMP) with a minimum 10 years construction management experience on construction projects valued \$10 million or greater.** Additionally, it is desired that small business CM/PM firms provide staff certified as construction managers by the Construction Manager Certification Institute sponsored by the CMAA or *Project Management Institute (PMI) as Project Management Professionals (PMP) with a minimum 5 years of experience with small and simultaneous multiple projects in the range of \$100,000 to \$2.6 million.* These represent the Government's desired qualifications. Contractor's proposing lesser qualified individuals may be rated lower during the source selection process. Task Order Contracting Officers will determine certification and experience requirements for specific projects. The following provides more information on desired personnel qualifications for the CEX:

- Ability to communicate effectively, orally and in writing.
 - Experience in preparing correspondence, written reports, presentations, and in briefing clients and management personnel.
- Experience in developing and maintaining complex, long term/multi-year project management activities, including but not limited to:
 - Developing and controlling budgets and funding strategies.
 - Scheduling and coordination of project interactions among existing and newly occupied facilities.
 - Ability to manage inter-disciplinary teams of professionals and supporting labor categories.
 - Ability to integrate competing and/or conflicting elements into the planning and execution processes so that project requirements flow smoothly.
- Experience and familiarity with Federal and local Government building projects, and with procedural, review, and approval requirements.
- It is preferred, but not required, that the CEX be a graduate of an accredited college/university with a degree in architecture, engineering, or construction management and/or possess (or be able to obtain) professional registration as an Architect or Engineer in the project jurisdiction.

The BPA contractor may quote additional BPA Key Personnel provided they are experienced personnel who are qualified in the conduct of similar operations (ie. Managing and Providing CM/PM Services) and who have a proven background and level of experience for the work required. Key Project Personnel include only those persons who will be assigned to Task Orders under this BPA and who will be the actual personnel responsible for management and/or performance in the event the quotation results in a BPA. You shall provide resumes (two pages maximum per resume) for Key Project Personnel you deem essential to contract performance. Any professional certifications should be highlighted. If you quote CTAs, a single BPA Project/Program manager must be assigned for the entire Contractor Team. This will be the single point of contact for the Government to solicit Task Orders and to contact in the event of issues, questions, or concerns regarding performance under this BPA. Any alternates who will perform in the absence of the designated BPA Project/Program Manager must also be identified. In addition, resumes shall include the employee's education (including name of school, length of time and degree/certificate), and specific experiences that are directly related to the requirements of this RFQ. Resumes shall be in chronological order with the latest dates of employment first and will identify the company or agency, period of employment, title and job description of the individual, and level of responsibility.

All key personnel proposed shall be available to begin work immediately at BPA establishment. Substitution of key personnel during BPA performance must meet the qualifications of the original key personnel and must be approved in advance by the Contracting Officer.

D.3.2.4 Teaming Agreements between Team Lead and all Team Members

In the event a Contractor Teaming Arrangement is being proposed, the quotation shall include a signed copy (by authorized representatives of each Team Member), of the Contracting Teaming Agreement(s) (CTA). The CTA(s) can be in whatever form and/or format the team collectively decides is most appropriate. Note that Subcontractors are not Team Members for purposes of a CTA. If you are only intending to subcontract, you do not need to submit a Teaming Agreement with your quotation.

At a minimum, the CTA(s) shall clearly state the name, Schedule number, period of performance including options, and POC information of the proposed Team Lead; and the names, Schedule number, period of performance including options, and POC information of each proposed Team Member. The CTA(s) shall at a minimum indicate the business size of the Team Lead and Team Members (which must match the information provided under the socioeconomic evaluation factor), and also clearly delineate the roles and responsibilities (including Schedule/SINs and scope of work each team participant is proposed to satisfy) of the GSA PES/00CORP Schedule Team Lead and each Team Member. The CTA shall fully describe the manner in which your Team proposes to have any of its Team Members, particularly a Small Business Team Member, take a leadership role at the Task Order level (which includes being the named/awarded contractor on a particular Task Order), if award through a team member (especially a Small Business) at the Task Order level is determined at any time to be in the best interests of the Government. This includes how the Task Order Team Lead would handle the consolidated invoicing/payment for that Task Order, while the BPA Holder Team Leader still retains overall BPA Program Management responsibilities. The CTA(s) shall also fully describe the manner in which the Contractor Team will decide upon the manner of adding or deleting Team Members during an open season.. The CTA(s) shall describe how modifications to the BPA will be handled, specifically if all members must sign a BPA modification or only the Team Lead. There is no page limitation on this submittal. For more information on CTAs, your attention is directed to: <http://www.gsa.gov/cta>

The CTAs must include and specifically identify those team members proposing to satisfy the Core CM/PM requirements of this RFQ. Core requirements are all the requirements in Section C above, other than the Contingency Work described in C.2.2(f), Testing Services, C.2.2(i), General Services, C.2.3(n), Miscellaneous Services and C.2.3(o) Miscellaneous Items. As these items, although not within scope or not included in the contractor's own PES/00CORP Schedule contract, may reasonably be required and obtained under other MAS Schedule contracts, the CTA must specify the procedures the Team will follow in order to coordinate and establish additional CTA agreements to satisfy any non-core requirements at the Task Order level.

D.3.2.5 Sample Task(s)

Two Sample Tasks are included as part of this RFQ. One Sample Task is relevant to the Large Project Lot and the other to the Small Project Lot. Part of the RFQ submission shall be a complete quotation (ie. both technical and pricing) on the sample task relevant to the Lot(s) on which you are submitting a quotation. The sample task quotation should be identical to a quotation you would submit on an actual task and will be evaluated in terms of both Technical/Management Approach and Pricing. The submission for the Large Project Lot Sample Task shall not exceed 10 pages in length (exclusive of pricing information) and the submission for the Small Project Lot Sample Task shall not exceed 5 pages in length (exclusive of pricing information).

D.3.3 Past Performance (maximum 5 pages)

List all the projects described in D.3.2.1. For each project listed, you (or your Team) shall include a short description of the work performed, the client name and point of contact familiar with your performance (name, telephone number, address, and email address), annual and total dollar amount of work performed, and period of performance. If applicable, the quote shall list any contract under or purchase order which you received either a cure notice or show cause letter, or that was terminated for cause by the Government within the past three years. You must briefly explain the facts and circumstances in each such instance. If proposing a CTA, at least one of the past performance projects performed by the proposed Team Lead must provide evidence of coordinating and managing multiple team members, preferably under a formal Contractor Teaming Agreement (CTA) involving the GSA MAS program. If a CTA is proposed, it is strongly desired that at least one project from each Team Member be included in the submittal.

You are additionally required to send a Past Performance Questionnaire form (Attachment D) to each of the past performance references provided above. These customers must complete the surveys and either directly email or fax the survey to the Contracting Officer at: bradley.powers@gsa.gov or fax: 253-931-7111 no later than **12:00 AM PDT on Monday, June 15, 2009**. You are responsible for coordinating with their referenced customers to ensure that completed past performance questionnaires are submitted to the Contracting Officer no later than the above referenced date/time.

The Government will consider the relevance of past performance information obtained in relation to the scope of this procurement. Past Performance, either positive or negative, which is considered by the Government to be more closely related to the scope of this effort will be given additional weight in the evaluation process.

Note that Government evaluators may avail themselves of various federal, state, and local past performance databases including, but not limited to, Past Performance Information Retrieval System (PPIRS), Contractor Performance Assessment Reporting System (CPARS), and DLA's Mechanization of Contract Administration Services (MOCAS) system. Government evaluators reserve the right to contact any of the provided references to solicit additional information or clarification regarding the offeror's past performance. The Contracting Officer and/or technical evaluators may research Offeror performance on any federal, state, local, and commercial contract performance of the Offeror that is known to the Contracting Officer, but not included as a reference on a submitted quotation. Additionally, personal experience and evaluator knowledge of your particular past performance may be utilized by the technical evaluation team members as long as there's sufficient documentation which can support their position.

Note: past performance information for subcontractors is not required and will not be evaluated.

D.3.4 Socioeconomic Status

Your quote shall identify the business size and socioeconomic status of each team member, based upon both your basic GSA PES/00CORP Schedule and your self-certification at time of RFQ closing. The Contracting Officer will compare your self-certification against what is designated for your firm within CCR, and in the event of a conflict, may refer any final Small Business determinations to the Small Business Administration. If the size status listed in CCR is different than the size status in the Schedule contract, this difference should be explained in narrative form. Task Order contracting officers may, at their discretion, allow recertifications for individual Task Orders but are under no obligation to do so. This submission shall not exceed two pages in length.

D.3.5 Price Submission

You (or your Team) shall provide your price quote in a separate binder. Do not include prices that exceed your current GSA Schedule 871/00CORP contract prices (except rates for future years approved and

awarded by the Schedule Contracting Officer). GSA will not establish a BPA with a Contractor whose price submission in response to this RFQ exceeds its current contract pricing listed on GSA Advantage!®.

Due to the potential volume of this requirement, you are strongly encouraged to offer substantial discounts from their awarded GSA Schedule 871/00CORP contract prices. Because the goal of the BPA Contracting Officer is to establish BPAs without further communications with the quoters, there may be no additional opportunity for Contractors to revise BPA pricing submissions or offer further discounts prior to BPA establishment. Discounts proposed shall be applicable for all labor categories and items contained within that Team Lead/Team Members GSA Schedule contract (i.e. the proposing of a 15% discount would apply to all labor categories and support items within that particular Contractor's GSA Schedule contract). Individual team members may quote different Schedule discount percentages from its other team members.

The Price submission (Microsoft Excel format - no page limitation) shall include at a minimum, the following:

- Awarded GSA Schedule MAS hourly rates
- Proposed BPA discount(s) for Team Lead and each Team Member
- Net BPA rates/item prices after discount (based on current contract rates)

This information will establish a baseline for pricing evaluation purposes but WILL NOT be part of the formal evaluation process nor will it be incorporated within any resulting BPA. Pricing for individual Task Orders will be based on the as current GSA contract rates minus the BPA discount. No retroactive pricing adjustments will be considered for active Task Orders. Quotes shall identify hourly rates for both Government-site and contractor-site performance (if applicable).

Sample Task Pricing: Your quoted sample task prices must match the Schedule contract rates, inclusive of the quoted BPA discount. Additional discounts may NOT be proposed for the sample task(s). For example, if your current Schedule contract rate for a given labor category is \$100 per hour and the BPA discount is 10%, the current rate for the BPA is \$90 and that is what must be quoted for the sample task. However, additional discounting on individual Task Orders subsequent to BPA establishment is both allowable and encouraged. Only labor categories and items awarded on your Schedule contract may be quoted on the sample task. The price quote must be broken out into labor hours by labor category. Should quoted prices differ by Zone, then a separate price quotation for the sample task(s) should be submitted for each differing Zone. If teaming is proposed, all team members must conform to these requirements, though any combination of existing Schedule contract labor categories/items from all team members' individual contracts may be used for the sample task.

Sample task submittals shall be legible, single-spaced, typewritten (double-sided preferred), Times New Roman font (or comparable), no smaller than 11 point type-size, on 8 ½ x 11 inch paper. The electronic version shall be in Microsoft Excel format to facilitate analysis of the contractor's prices.

D.4 EVALUATION CRITERIA AND SELECTION PROCESS

Evaluations will be conducted in accordance with the FAR Part 8.4. The BPAs will be established per GSA Zone and LOT with the Contractor(s) whose quote represents the best value to the Government. One Contractor may serve multiple GSA Zones if determined to be in the best interest of the Government. The Government reserves the right to establish BPAs for none, partial or all geographic Zones/Lots quoted by any sole offeror or team. Each Zone will be evaluated separately. In addition, each Lot within a given Zone will be evaluated separately. All quotations submitted must be capable of being evaluated

independently. However, in the interest of streamlining the submission process, a single quotation may be submitted for each lot covering all zones if desired. For instance, if Team A wishes to submit an identical technical and price quotation for The Large Project Lot in all three zones then only one submittal referencing those three zones is acceptable. However, any differences in the submittals between Zones will require submission of completely separate quotations. The Management Plan must then demonstrate capacity to perform across multiple Lots and/or Zones.

GSA will determine best value to the Government based on evaluation of price as submitted only for the Sample Tasks and non-price factors considered. However, the Government will not establish a BPA at a significantly higher overall price to achieve only slightly superior performance capabilities. GSA will verify that proposed services are consistent with the Contractors' GSA Schedule 871/00CORP contract under SIN 871-7 or the Consolidated Schedule 00CORP equivalent SIN CR425 and any applicable Contracting Teaming Agreements.

D.4.1 Evaluation Factors

GSA will evaluate quotes using the following evaluation factors:

D.4.1.1 The written Technical Capability submission composed of the following:

Technical Approach/Experience
Management Plan/Capacity
Key Personnel Resumes
Teaming Agreements between Team Lead and all Team Members (if applicable – does NOT include quotations with only Subcontracting)
Sample Task(s)

- **Technical Approach/Experience** - The feasibility, extent, and quality of your technical approach shall be evaluated based on the written submittal described in section D.3.2.1, above. Evaluation will be based on information pertaining to technical approach, and specifically focus on the breadth, depth and scope of your knowledge and understanding of the requirements described in this section.
- **Management Plan/Capacity** - The feasibility, extent, and quality of your management approach and capacity shall be evaluated based on the written submittal described in section D.3.2.2, above. GSA will evaluate your capacity to fulfill multiple Task Orders simultaneously under the BPA based on the proposed GSA Zones and your plan to manage the overall effort. GSA will consider all elements required in the Management Plan/ Capacity narrative in rating this factor.
- **Key Personnel Resumes** - The quality and extent of the qualifications of your Key Personnel shall be evaluated based on the information provided in your response to Section D.3.2.3, above. This includes a detailed review of the content of the resumes submitted and a comparison of those resumes against the portions of the Statement of Work pertaining to the desired qualifications for personnel described therein. In addition, GSA will rate more favorably quotes that demonstrate: inclusion of key personnel with professional certifications, previous experience and current capability in providing construction management support services in diverse environments.
- **Teaming Agreements between Team Lead and all Team Members** – In consideration of the information in paragraph D.3.2.4, the viability and feasibility of your quoted Contractor Teaming Arrangement (CTA) relative to the depth and breadth of services (including compliance with the

GSA Schedule / SIN coverage) potentially required under the BPA as well as the degree to which your Team presents an effective line of communication with the Government.

- **Sample Task(s)** - The feasibility, extent, and quality of your sample task quotation shall be evaluated based on the written submittal described in section 3.2.5, above. Evaluation will specifically focus on the breadth, depth and scope of your knowledge and understanding of the requirements described in this section. Specifically, your probability of success will be assessed relative to the requirements of the sample tasks. In addition, the relative quality and viability of your labor mix will be evaluated. Each sample task will be evaluated independently and included in the overall Technical Capability score for the Lot within which it is being rated.

D.4.1.2 Past Performance

The Past Performance evaluation will include the projects described in D.3.3 and the results of the submitted Past Performance Questionnaire, which may be verified by contacting references as deemed necessary by the Government, and evaluated based on the relevance of the information submitted. In rating this factor, GSA will consider the relevance in size and scope of each project listed to the work described in this RFQ. Past performance for projects similar in size and scope to the work described in this RFQ may be given more weight in the evaluation. 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. 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. Failure to provide the required Past Performance information will result in the assignment of the lowest possible rating for this Factor at a minimum and may possibly result in the quotation not being given any further consideration.

D.4.1.3 Socioeconomic Status

It is the policy of the Government to encourage the full participation of small businesses in the procurement process. As a result, this RFQ includes a preference for small businesses. The Government will review the size standard of you and your Team Members under both your basic GSA PES/00CORP Schedule and your self-certification at time of RFQ closing. The Contracting Officer will compare the self-certification against what is designated for you within CCR, and in the event of a conflict, may refer any final Small Business determinations to the Small Business Administration. A Team Member composition in which the majority of the members are designated as small businesses under BOTH their basic GSA Schedule contracts and under their verified self-certifications, will be rated more favorably than a Team Member composition in which a majority of the proposed Team Members are designated as small under ONE BUT NOT THE OTHER. In turn, a composition in which a majority of the Team Members are designated as large businesses under BOTH their basic GSA Schedule contracts and their verified self certifications, will be evaluated least favorably under this Factor.

D.4.1.4 Price

GSA will evaluate the reasonableness of your quoted price submitted in response to the sample task(s) as outlined in Attachment C to determine overall best value. In addition, GSA will confirm that the rates quoted do not exceed your Schedule 871/00CORP rates. Sample task pricing will be evaluated independently for each Zone and Lot quoted in response to this RFQ. Also, when team pricing is quoted, the realism of the mix of team member's labor categories and services/items will be evaluated. NOTE: Pricing for the sample task must match the Schedule contract rates, inclusive of the quoted BPA discount. The evaluation of discounts only relates to its affect on the Sample Task labor categories and pricing. The discount percentages themselves will not be evaluated separately. During the life of the BPA, the

BPA discount percentage will remain the same amount relative to the current Schedule contract pricing. For example, if a given labor category is \$100 per hour and the BPA discount is 10%, the rate quoted on a new Task Order for that category must be \$90 or less (additional discounting on Task Orders is encouraged). If, as a result of a modification to the Schedule contract (i.e. an economic price adjustment), the contract rate is increased to \$105 per hour, the rate quoted on a new Task Order must now be \$94.50 or less. Retroactive price adjustments are not allowed on existing Task Orders issued before a change to the Schedule contract price is executed by the Schedule Contracting Officer.

D.5 SELECTION AND BPA ESTABLISHMENT

D.5.1 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 you are technically unacceptable. BPAs will be established with the responsible Contractors whose quotes conform to the requirements outlined in this RFQ and are most advantageous to the Government based on the best value determination.

The relative weights of the factors as well as the evaluation methodology for Lots I and II ARE NOT identical. The following section should be read very carefully.

For the Large Project Lot, the items listed under D.3.2, Technical Capability ARE NOT subfactors and are not separately weighted for evaluation purposes. All items will be considered together for purposes of assigning a rating to this factor. In terms of relative weights, Technical Capability is more important than Past Performance, Price and Socioeconomic Status individually but of less importance than those three factors combined. Past Performance, Price and Socioeconomic Status are listed in descending order of importance.

For the Small Project Lot, the items listed under D.3.2, Technical Capability ARE separately weighted for evaluation purposes. They will be evaluated in two groupings and treated as subfactors for evaluation purposes. D.3.2.1 and D.3.2.5 will be evaluated as one subfactor and D.3.2.2, D.3.2.3 and D.3.2.4 will be evaluated as another subfactor. Both subfactor groups will be of equal weight contributing to the overall Technical Capability Factor rating. Individual elements within the subfactor grouping will be considered together for purposes of assigning a subfactor rating. In terms of relative weights among the Factors, Technical Capability is more important than Socioeconomic Status, Past Performance and Price individually but of less importance than those three factors combined. Socioeconomic Status, Past Performance and Price are listed in descending order of importance.

Potential risk to the Government will also be evaluated. Technical and performance risk, based upon the offeror's evaluated technical capability and past performance understanding, will be considered during the evaluation as well as any possible pricing risk. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation the Government will consider "correction potential" when a deficiency is identified.

D.5.2 The Government intends to establish BPAs without exchanges with contractors. Consequently, Contractors are highly encouraged to offer their best technical and pricing quotes in their initial submissions. However, the Government reserves the right to discuss submissions 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 conduct exchanges. Note that FAR Part 15 procedures do not apply to evaluation of Schedule BPA quotations and will not be used. A Contractor may be eliminated from consideration for a BPA without further exchanges if its technical and/or pricing quotes are not among those Contractors considered most advantageous to the Government based on a best value determination.

D.5.3 GSA intends to establish BPAs per Zone and Lot within a Zone as described in D.4, above. Each Zone and Lot shall be evaluated separately and will NOT be considered in combination. The optimum number of BPAs for each Zone and Lot will be determined as a result of the evaluation of quotes received in response to this RFQ.

D.6 GOVERNMENT POINT OF CONTACTS FOR RFQ

Brad Powers
Supervisory Contracting Officer
U.S. General Services Administration
400 15th Street S.W.
Auburn, WA 98001-6599
Phone: (253) 931-7171
Fax: (253) 931-7111
E-mail: bradley.powers@gsa.gov

All written correspondence regarding the RFQ shall be sent to the BPA Contracting Officer.

D.7 PROSPECTIVE CONTRACTORS' QUESTIONS

Any questions regarding this procurement shall be sent electronically to bradley.powers@gsa.gov with the subject line "CM/PM RFQ Questions" no later than **3 pm PDT on Monday, June 8, 2009. In posing questions, Contractors must cite the relevant RFQ section and page number. Questions should be written in a manner that enables clear understanding of the Contractor's questions or concerns. Statements expressing opinions, sentiments, or conjectures are not considered valid inquiries and will not receive a response. Further, Contractors are reminded that GSA will not address hypothetical questions aimed at receiving a potential "evaluation decision."**

Written answers will be provided via eBuy to all prospective Contractors, giving due regard to the proper protection of proprietary information.

D.8 SUMMARY OF SUBMITTAL DATES

There are three separate submittal timelines for this RFQ as Follows:

Deadline for Questions is Monday, June 8, 2009 (Paragraph D.7)

Deadline for Past Performance Surveys is Monday, June 15, 2009 (Paragraph D.3.3)

Deadline for Quotation Submission is Monday, June 22, 2009 (Paragraph D.2.1)

ATTACHMENT B. CONTRACTOR CAPACITY

Zone	# of Resources

ATTACHMENT C. SAMPLE TASKS

Sample task for each Lot are provided as separate files as follows:

Large Project Lot Sample Task = CM-PM RFQ Sample Task 1 (Large Project Lot).pdf

Small Project Lot Sample Task = CM-PM RFQ Sample Task 2 (Small Project Lot).pdf

ATTACHMENT (D)

PAST PERFORMANCE SURVEY

RFQ: GS10F-09-LP-Q-0001

Your immediate attention is requested. Please return survey no later than **(NLT) Monday, June 15, 2009 @ 12:00 PM PDT** to: bradley.powers@gsa.gov or fax at 253-931-7111.

You have been identified as a contact for _____. Using the rating table, please provide concise comments and ratings regarding your overall assessment of the Offeror's performance on the contract identified below.

CONTRACT/TASK ORDER DESCRIPTION:

Contract/Task Order Number:

Contract/ Task Order Type:

Award Amount:

Period of Performance:

Brief description of services provided by the Quoter: CM/PM Support Contractor

RATING TABLE

1. Poor: The contractor lacked a basic understanding of the work and the capacity to fulfill the requirements. Contractor's performance was inadequate and contract requirements were often not met.
2. Moderate: The contractor satisfactorily performed the services with some minor discrepancies. Overall performance was in accordance with the terms and conditions of the contract.
3. Good: The contractor consistently met general contract requirements and understood customer needs. The contractor's performance was thorough, comprehensive, and more than satisfactory. There is no history of practices or processes that were detrimental to the customer.
4. Superior: The contractor demonstrated exceptional performance and innovative practices and/or processes. The contractor's efficiency, productivity, and product enhancements lead to real cost savings and efficiencies for the customer. The contractor consistently exceeded customer needs.
5. Not Applicable: Does not apply

QUALITY OF SERVICES

1. DID THE CONTRACTOR PROVIDE QUALITY PRODUCTS OR SERVICES?

Strengths:

Weaknesses:

Rating: 1 2 3 4 N/A

2. WAS THE CONTRACTOR COOPERATIVE AND RESPONSIVE TO CHANGING NEEDS OF THE CUSTOMER?

Strengths:

Weaknesses:

Rating: 1 2 3 4 N/A

DELIVERY/COMPLETION

1. WERE THE CONTRACT/TASK DELIVERABLES COMPLETED ON TIME?

Strengths:

Weaknesses:

Rating: 1 2 3 4 N/A

2. WERE THERE INSTANCES OF REQUIRED RE-WORK? WAS UNNECESSARY REWORK CAUSED BY THE CONTRACTOR OR GOVERNMENT?

Strengths:

Weaknesses:

Rating: 1 2 3 4 N/A

COST/PRICE CONTROL

1. DID THE CONTRACTOR PROVIDE SERVICES AT OR BELOW THEIR INITIALLY PROPOSED COSTS/PRICES?

Strengths:

Weaknesses:

Rating: 1 2 3 4 N/A

SYSTEMIC IMPROVEMENTS

1. DID THE CONTRACTOR ISOLATE PERFORMANCE PROBLEMS AND TAKE SYSTEMIC IMPROVEMENT ACTION TO RESOLVE THE PROBLEMS?

Strengths:

Weaknesses:

Rating: 1 2 3 4 N/A

2. DID THE CONTRACTOR SAVE/COST THE GOVERNMENT MONEY OR PROVIDE OTHER BENEFIT (S) AS A RESULT OF INNOVATIVE WORK APPLICATIONS OR LACK THEREOF?

Strengths:

Weaknesses:

Rating: 1 2 3 4 N/A

CONTRACTORS OVERALL PERFORMANCE

Please rate the contractors overall performance under this contract: 1 2 3 4

Comments:

YOUR COOPERATION IN COMPLETING THIS SURVEY IS GREATLY APPRECIATED. PLEASE NOTE THAT YOUR RESPONSES WILL NOT BE SHARED WITH THE FIRM YOU ARE EVALUATING. NON-IDENTIFYING EXCERPTS FROM YOUR COMMENTS MAY BE SHARED IF NECESSARY TO ALLOW A FIRM TO RESPOND TO A SPECIFIC PROBLEM OR ISSUE NOTED.

Name of Evaluator: _____

Organization: _____

Title: _____

Telephone: _____ FAX: _____ Email: _____

Signature _____ Date _____