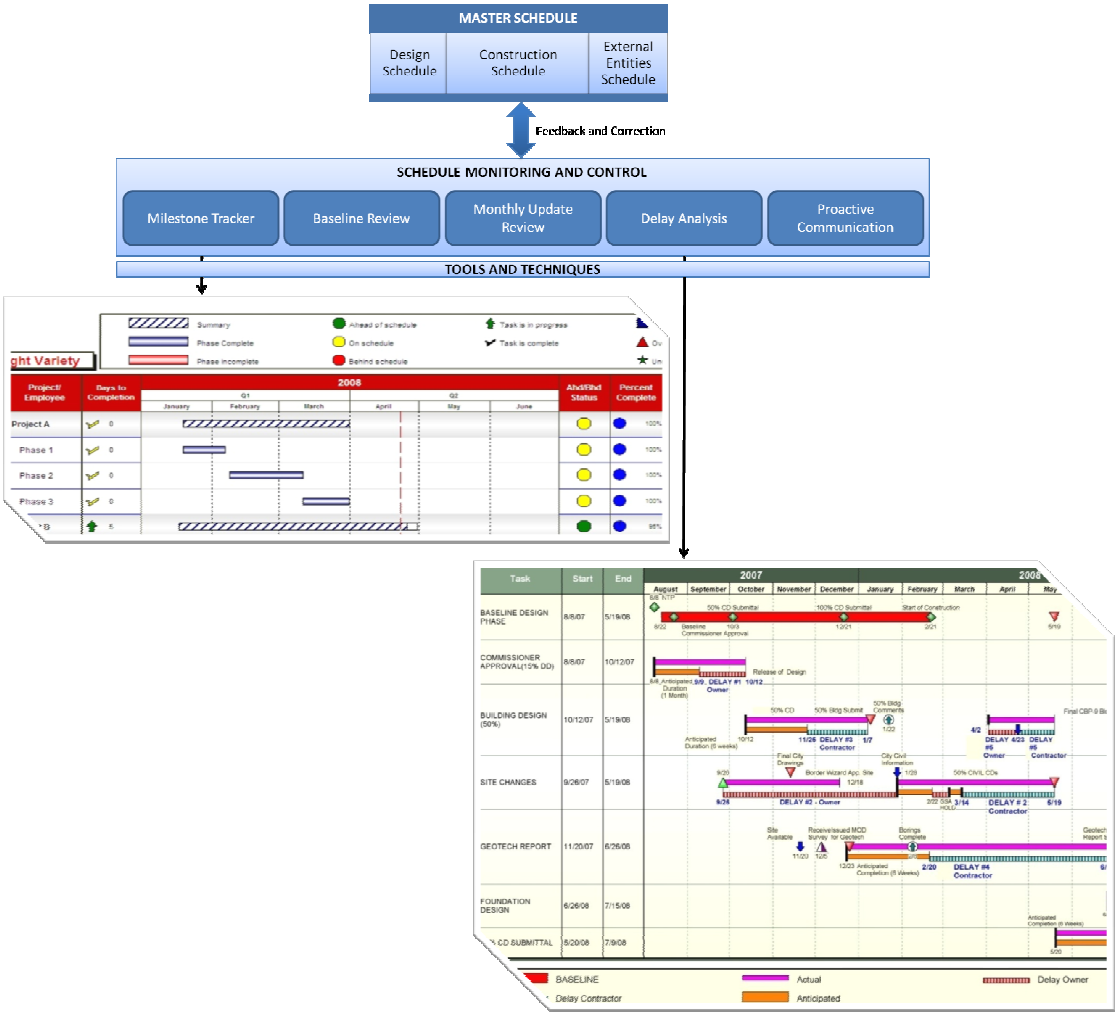
Quick Start Ordering Guide for CM/PM BPAs

[FINAL DRAFT 10/16/09]



STEP ONE: DETERMINE IF YOUR REQUIREMENT FITS THE SCOPE OF THESE BPAs

Attachment 1 contains the complete scope from the BPA RFQ. **You should read through this attachment in its entirety to make sure your task fits this scope**. Here's a basic list of what's included:

- Project Preplanning/Programming Phase Services
- Project Design Phase Services
- Project Procurement Phase Services
- Project Construction Phase Services
- Commissioning Services
- Testing Services
- Claims Services
- Post Construction Services
- General CM/PM Services not Covered Elsewhere

STEP TWO: ESTIMATE THE VALUE OF YOUR ORDER AND DETERMINE YOUR FUNDING TYPE

The estimated value of the order will affect both the ordering procedures available to you and the discounting available from the BPA contractors (some BPA holders have discounted based on the value of the order).

Funding type is critical as it is anticipated that Recovery Act funds will be used on many of these task orders. If you are using mixed funding (ARRA and non-ARRA funds on the same task order), be sure to clearly segregate these sources in the task order. One way to accomplish that is to use different line items based on funding source. See FAR 8.404 and 5.704 for more on Recovery Act requirements.

STEP THREE: SELECT YOUR ZONE

Zonal Definitions:

- Zone A is Regions 1-3 plus NCR
- Zone B is Regions 4-7
- Zone C is Regions 8-10

STEP FOUR: DETERMINE IF YOUR PROJECT IS IN THE SMALL PROJECT LOT OR 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. The contractors should all be aware of this fact as they agreed to it during the BPA establishment process.

<u>Definitions of Large and Small Project Lots:</u>

LARGE PROJECT LOT:

Renovation of Existing Buildings:

a) The project involved renovation of an existing building.

b) The total construction award cost was at least $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 at least $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.

Special Note: For the Small Project Lot, if you don't think you have enough sources for your project, you may also send your RFQ to the Large Lot contractors in your Zone. This does not work in reverse. You cannot request quotations from Small Project contractors for Large Project tasks. You will have no reasonable basis to presume the Small Lot contractors have the capability to perform Large Lot tasks (unless they are also in the Large Lot, of course…). Don't forget to document your file as to why you used this procedure!

STEP FIVE: PREPARE YOUR SOW

What should you include in the SOW? Well, whatever you would normally include. Here are a few quick items to consider:

- The Work to be Performed
- Location of Work
- Period of Performance
- Deliverable Schedule
- Performance Standards
- Special Requirements (e,g, Security, Travel)

STEP SIX: PREPARE YOUR RFQ.

A few points to consider:

- Make sure you require prospective Contractors to identify potential conflicts of interest and address/resolve any concerns prior to Task Order award.
- In instances where a quote is requested, contractors have been told anticipate rapid submission times, possibly within one or two days of issuing the RFQ.
- In crafting your best value evaluation factors, you may want to consider including some combination of technical capability, price, past performance on prior Task Orders (quality of deliverables/services, timeliness, and cost control), and socioeconomic status
- Think about what support products (if any) you may need. The OCAO's office has signed a waiver to FAR Part 51 allowing you to authorize the contractor to buy support products from other schedule contractors or through GSA Global Supply. FAS is currently developing an Ordering Guide to fully explain how you can do this. Also, for administrative convenience, BPA orders may include "open market" items (e.g., items that have not already been priced, evaluated and awarded on the Contractor's GSA Schedule) as long as the value of "open market" items included in the order do not exceed the applicable micro-purchase threshold as defined in FAR 2.101. The items must also be clearly identified as "open market" items, in accordance with FAR Subpart 8.402(f)
- As mentioned previously, if you are using Recovery Act money, don't forget the informational posting in FBO [ref FAR 5.704 and 8.404(e)(1)].
- **Attachment 2** to this document is a generic task order checklist. You may have one of your own that is better tailored to PBS. This is certainly NOT mandatory but is provided in the event you may find it useful

STEP SEVEN: ISSUE YOUR RFQ. FOLLOW THE ORDERING PROCEDURES DESCRIBED BELOW

The primary ordering procedures for these BPAs are as follows [based on FAR 8.405-c(2)]:

- For orders at or below the micro-purchase threshold (Currently $3,000 unless you determine SCA applies to your order and then it's $2,500) you

can place an order with whomever you want. Just get a price quote and go for it. You probably won't see any tasks this small but if you do then don't make this harder than it needs to be.

- For orders over the micro-purchase threshold and up to $100,000.00, you must forward the requirement, or statement of work and evaluation criteria, to at least three (3) BPA holders in the region. Note that these BPAs will (hopefully soon) be available in the eBuy system just as if they were their own Schedule. You can select your three contractors through eBuy. Until that's in place, primary and alternate points of contact for each contractor and the BPA number for each team are shown in the companion Excel file titled "BPA Contact Info" and are also shown in **Attachment 3**.
- For orders over $100,000.00, you need to send your requirement or SOW to more than three BPA Holders. Again, you can use eBuy (when available) or the POC list.

STEP EIGHT: EVALUATION.

After your RFQ closes, evaluate all responses received using the evaluation criteria in your RFQ [FAR 8.405-2(d)] and select the BPA holder that represents best value to the Government. Document the BPA holders considered, the amount paid, the evaluation methodology used in selecting the best-value contractor, and the rationale for any selection tradeoffs. [FAR 8.405-2 (e)]

STEP NINE: AWARD.

Award your RFQ as you would any other task order. When you make your award, send a copy of your task order to R10_CMPMBPAS@gsa.gov. Helpful hints for your award include:

- Make sure that you put the contractor's Schedule Contract Number on all orders in addition to the BPA number. For teams, all contractors performing work on the task order should be listed on the task order.
- Provide timely notification to unsuccessful quoters [FAR 8.405-2(d)]
- If requested by unsuccessful quoters, provide brief explanation of basis for the award decision if evaluation includes non-price factors [FAR 8.504-2(d)]

- If funded by the American Recovery and Reinvestment Act of 2009 (Pub. L. 11-5) and over $500k, award notice publicized [FAR 8.404(e)(2), 5.705(a)]
- If funded by the American Recovery and Reinvestment Act of 2009 (Pub. L. 11-5) regardless of dollar value, award notice with rationale publicized if order is T&M/LH-type or under a Limited Sources Justification [FAR 5.705(b)]

STEP TEN: ADMINISTER YOUR ORDER

Just as with the award, administer this task order like any other. We request that you send any performance feedback, either positive or negative, to the e-mail address in Step Nine. More helpful hints for you:

- On orders exceeding $100k, report contractor performance in PPIRS [FAR 8.406-7]
- For disputes pertaining to the terms and conditions of the Schedule contract or BPA, contact the BPA or Schedule Contracting Officer as applicable [8.406-6(b)]
- If terminating the order for cause and charging the contractor with excess costs resulting from repurchase, comply with FAR 8.406-4(c) and FAR 12.403 requirements.
- If terminating the order for the Government's convenience, documentation of attempts to enter into a "no cost" settlement agreement [FAR 8.406-5(b), 12.403]
- Don't forget to closeout the order [FAR 4.804]

OTHER HELPFUL INFORMATION:

In some situations, you may find it advantageous to allow all the contractors in a particular Zone and Lot combination compete for an RFQ. Such situations might include the larger projects or projects in remote areas - although any project is amenable to this approach. Given the large number of BPA holders in some Zone and Lot combinations, the following "two-phase" ordering procedure may be utilized to make the whole process more manageable.

Phase One

1. Determine the appropriate Zone and Lot for the requirement.

2. Develop a Request for Information (RFI). The RFI should:
   - Include salient characteristics of the specific requirement (e.g. security clearance, specialized information, certifications, deliverables, response requirements) and disclose the general basis on which selections will be made.
   - Instruct contractors/Teams to inform the Task Order Contracting Officer of their affirmative interest in the competition by the date shown in the RFI or they will not be included in phase two.
   - Establish a response deadline that makes sense for phase one, understanding that the response effort for phase one is typically minimal as only basic information should be required unless special or unique circumstances are involved. These circumstances should be clearly outlined in the RFI.
   - Be transmitted to the entire list of awardees in the particular Zone and Lot combination to determine their interest in the competition, permitting them to opt-in or opt-out of phase two.

3. The Task Order Contracting Officer should maintain a record of the RFI transmittals and opt-in responses in the order file (including transmission failure notices).

Phase Two

All contractors/Teams who opt-in during phase one receive a copy of the RFQ in phase two.

For the phase two RFQ, competitive award criteria should be established (price will always be a factor) as described in FAR 8.4. Either best value/tradeoff or low price-technically acceptable evaluations are authorized at the RFQ level, with a preference for the former. Normal RFQ procedures apply to phase two. .

Listings of all available BPA Holders by Zone and Lot:

Contractors shown in green text are Team Members having their own GSA Schedule contract. Teams may quote on task orders using any combination of their team members. Discounts for each team member are also shown. If the discount is shown as "VAR" that means it is a variable discount which will be explained below the matrix. Primary and alternate points of contact for each contractor and the BPA number for each team are shown in the companion Excel file titled "BPA Contact Info" and are also shown in **Attachment 3**.

Zone A – Large Lot

Company	Bus. Size	Disc %
Alpha Corporation	L	10.0%
BCE	S[SDB,WO]	8.0%
Coast and Harbor Assoc. CTA	S[8(a)]	0.0%
CB Richard Ellis	L	0.0%
Faithful & Gould	L	VAR
Gilbane	L	5.0%
Heery	L	VAR
J. Shapiro and Associates	S	2.0%
Jacobs	L	7.5%
Johnson, Mirmiran & Thompson CTA	L	15.0%
AED	S[8(a)]	4.0%
Louis Berger Int'l CTA	L	VAR
Hill International	L	VAR
Mactec	L	VAR
Mark G. Anderson	S[V]	0.0%
MSS Services	S[8(a)]	1.0%
MWH	L	2.0%
Parsons CTA	L	5.0%
APSI Construction Management	S	7.0%
MBP	S	12.0%
PMA Consultants	L	VAR
Tetra Tech	L	0.0%
URS Austin	L	15.0%

Note on Faithful & Gould's discount: For task orders greater than $500,000 their discount is 2% and for orders greater than $1M their discount is 2.5%.

Note on Heery's discount: For Zones A and B their discount is 10% and for Zone C their discount is 5%.

Note on Louis Berger/Hill International Team discount: For Zone A their discount is 10% and for Zones B and C their discount is 15%.

Note on Mactec's discount:

- Six (6) percent (%) discount to all labor category hourly rates, regardless of project size.

- Twenty (20) percent (%) discount for any personnel assigned to long term onsite projects. Long term is defined by greater than six (6) months onsite at the customer's facility. Onsite is defined by the customer providing work space, office facilities, computers, and telephone service.

- Four (4) percent (%) for large task orders over $500,000. This 4% discount is applied to all labor hour costs beyond $500,000, on that task order.

Note on PMA Consultants discount: For Zone A, their contractor site discount is 0% whereas their government site discount is 15%. For Zones B and C, a contractor site discount of 5% and a government site discount of 20%.

Zone B – Large Lot

Company	Bus. Size	Disc %
BCE	S[SDB,WO]	8.0%
Coast and Harbor Assoc. CTA	S[8(a)]	0.0%
CB Richard Ellis	L	0.0%
Faithful & Gould	L	VAR
Gastinger Walker Harden	S	0.0%
Gilbane	L	5.0%
Heery	L	VAR
J. Shapiro and Associates	S	2.0%
Jacobs	L	7.5%
Louis Berger Int'l CTA	L	VAR
Hill International	L	VAR
Mactec	L	VAR
Mark G. Anderson	S[V]	0.0%
MWH	L	2.0%
O' Connor Construction Management CTA	S	2.0%
Art Anderson Associates	L	2.0%
Workingbuildings LLC	S	0.0%
PSI, Inc	L	0.0%
Parsons CTA	L	5.0%
APSI Construction Management	S	7.0%
MBP	S	12.0%
PBS&J CTA	L	5.0%
Alpha Corporation	L	5.0%
Farnsworth	L	5.0%
PSI, Inc	L	5.0%
PMA Consultants	L	VAR
Perspectiva	S[SDB]	2.0%
Tetra Tech	L	0.0%
URS Austin	L	15.0%

Note on Faithful & Gould's discount: For task orders greater than $500,000 their discount is 2% and for orders greater than $1M their discount is 2.5%.

Note on Heery's discount: For Zones A and B their discount is 10% and for Zone C their discount is 5%.

Note on Louis Berger/Hill International Team discount: For Zone A their discount is 10% and for Zones B and C their discount is 15%.

Note on Mactec's discount:

- Six (6) percent (%) discount to all labor category hourly rates, regardless of project size.

- Twenty (20) percent (%) discount for any personnel assigned to long term onsite projects. Long term is defined by greater than six (6) months onsite at the customer's facility. Onsite is defined by the customer providing work space, office facilities, computers, and telephone service.

- Four (4) percent (%) for large task orders over $500,000. This 4% discount is applied to all labor hour costs beyond $500,000, on that task order.

Note on PMA Consultants discount: For Zone A, their contractor site discount is 0% whereas their government site discount is 15%. For Zones B and C, a contractor site discount of 5% and a government site discount of 20%.

Zone C – Large Lot

Company	Bus. Size	Disc %
BCE	S[SDB,WO]	8.0%
Cooper Zietz Engineers CTA	S[SBD]	VAR
GSBS	S	VAR
Faithful & Gould	L	VAR
Gilbane	L	5.0%
Heery	L	VAR
Jacobs	L	7.5%
Louis Berger Int'l CTA	L	VAR
Hill International	L	VAR
Mactec	L	VAR
Mark G. Anderson	S[V]	0.0%
MWH	L	2.0%
O' Connor Construction Management CTA	S	2.0%
Art Anderson Associates	L	2.0%
Workingbuildings LLC	S	0.0%
PSI, Inc	L	0.0%
Parsons CTA	L	5.0%
APSI Construction Management	S	7.0%
MBP	S	12.0%
PMA Consultants	L	VAR
Rider Levett Bucknall	L	VAR
Tetra Tech	L	0.0%
Ulteig Engineering CTA	L	5.0%
PBS&J	L	5.0%
URS Austin	L	15.0%
Vanir Construction Management	L	5.0%

Note on Cooper Zietz/GSBS discount:

- For tasks up to $500,000 using PES Schedule pricing, each firm will quote PES Schedule rates.
- For tasks above $500,000 up to $1 million using PES Schedule pricing, each firm will quote PES Schedule rates discounted by 1.0%.
- For tasks above $1 million up to $1.5 million using PES Schedule pricing, each firm will quote PES Schedule rates discounted by 2.0%.

- For tasks above $1.5 million using PES Schedule pricing, each firm will quote PES Schedule rates discounted by 2.5%.

Note on Faithful & Gould's discount: For task orders greater than $500,000 their discount is 2% and for orders greater than $1M their discount is 2.5%.

Note on Heery's discount: For Zones A and B their discount is 10% and for Zone C their discount is 5%.

Note on Louis Berger/Hill International Team discount: For Zone A their discount is 10% and for Zones B and C their discount is 15%.

Note on Mactec's discount:

- Six (6) percent (%) discount to all labor category hourly rates, regardless of project size.

- Twenty (20) percent (%) discount for any personnel assigned to long term onsite projects. Long term is defined by greater than six (6) months onsite at the customer's facility. Onsite is defined by the customer providing work space, office facilities, computers, and telephone service.

- Four (4) percent (%) for large task orders over $500,000. This 4% discount is applied to all labor hour costs beyond $500,000, on that task order.

Note on PMA Consultants discount: For Zone A, their contractor site discount is 0% whereas their government site discount is 15%. For Zones B and C, a contractor site discount of 5% and a government site discount of 20%.

Note on Rider Levett Bucknall discount: RLB will discount Directors and Principals by 10% and Project Managers, Cost Managers and Administrative staff by 5% for all task orders over $100,000.

Zone A – Small Lot

Company	Bus. Size	Disc %
AED	S [8(a)]	4.0%
Alpha Corporation	L	10.0%
APSI	S	7.0%
BCE	S[SDB,WO]	5.0%
BCS	S[WO]	0.0%
J. Shapiro and Associates	S	2.0%
Jacobs	L	7.5%
Johnson, Mirmiran & Thompson	L	15.0%
Keville Enterprises CTA	S[WO]	0.0%
Lindal Construction	S[WO]	5.0%
PBS&J	L	5.0%
Mark G. Anderson	S[V]	0.0%
MSS Services	S[8(a)]	1.0%
PMA Consultants	L	VAR
Watchdog	S	5.0%

Note on PMA Consultants discount: For Zone A, their contractor site discount is 0% whereas their government site discount is 15%. For Zones B and C, a contractor site discount of 5% and a government site discount of 20%.

Zone B – Small Lot

Company	Bus. Size	Disc %
AED	S [8(a)]	4.0%
BCE	S[SDB,WO]	5.0%
Gastinger Walker Harden	S	0.0%
J. Shapiro and Associates	S	2.0%
Jacobs	L	7.5%
Mark G. Anderson	S[V]	0.0%
O' Connor Construction Management CTA	S	2.0%
Art Anderson Associates	L	2.0%
Workingbuildings LLC	S	0.0%
PSI, Inc	L	0.0%
PBS&J CTA	L	5.0%
Alpha Corporation	L	5.0%
Farnsworth	L	5.0%
PSI, Inc	L	5.0%
PMA Consultants	L	VAR
Perspectiva	S[SDB]	2.0%

Note on PMA Consultants discount: For Zone A, their contractor site discount is 0% whereas their government site discount is 15%. For Zones B and C, a contractor site discount of 5% and a government site discount of 20%.

Zone C – Small Lot

Company	Bus. Size	Disc %
APSI	S	7.0%
BCE	S[SDB,WO]	5.0%
Cooper Zietz Engineers CTA	S[SBD]	VAR
GSBS	S	VAR
Jacobs	L	7.5%
Mark G. Anderson	S[V]	0.0%
O' Connor Construction Management CTA	S	2.0%
Art Anderson Associates	L	2.0%
Workingbuildings LLC	S	0.0%
PSI, Inc	L	0.0%
PMA Consultants	L	VAR
Rider Levett Bucknall	L	VAR
Ulteig Engineering CTA	L	5.0%
PBS&J	L	5.0%

Note on Cooper Zietz/GSBS discount:

- For tasks up to $500,000 using PES Schedule pricing, each firm will quote PES Schedule rates.
- For tasks above $500,000 up to $1 million using PES Schedule pricing, each firm will quote PES Schedule rates discounted by 1.0%.
- For tasks above $1 million up to $1.5 million using PES Schedule pricing, each firm will quote PES Schedule rates discounted by 2.0%.
- For tasks above $1.5 million using PES Schedule pricing, each firm will quote PES Schedule rates discounted by 2.5%.

Note on PMA Consultants discount: For Zone A, their contractor site discount is 0% whereas their government site discount is 15%. For Zones B and C, a contractor site discount of 5% and a government site discount of 20%.

Note on Rider Levett Bucknall discount: RLB will discount Directors and Principals by 10% and Project Managers, Cost Managers and Administrative staff by 5% for all task orders over $100,000.

Attachment 1 - ORIGINAL SOW FROM RFQ GS10F-09-LP-Q-0001

C. DESCRIPTIONS / SPECIFICATIONS / STATEMENT OF WORK

C.1 Ordering Procedures

In accordance with FAR 8.405-3, GSA intends to establish one or more **BPAs 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 interating 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 scheduleing 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 interating 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 <u>ten (10)</u> working days in advance of the construction contract notice to proceed, the QCS must be engaged <u>at the job site</u> 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 Goverment.

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.

Attachment 2

GSA Schedule Task Order File Checklist[1] For Federal Supply Schedule Services Exceeding the Micropurchase Threshold

Ordering agencies are strongly encouraged to make their own Schedule Task Order Checklist for both delivery orders and task orders. This checklist document includes only FAR and Schedule contract-level requirements. It must be tailored to each agency and each contracting activity. For example, DoD ordering activities must supplement FAR requirements for Schedule orders by documenting compliance with DFARS 208.4 in addition to the requirements shown on this checklist. In addition, ordering activities should reorganize this list in accordance with the contracting activity's own contract file tab guide. (Note that orders against Schedule BPAs may include additional requirements consistent with BPA ordering procedures. The scope of this checklist is limited to service orders placed directly against the Schedule contract by ordering activities.)

A detailed (but slightly outdated) Schedule task order checklist can be found at the documents section of the *GSA Center for Acquisition Excellence* (http://cae.gsa.gov).

1. **Acquisition Planning**

___ Services that substantially or to a dominant extent specify performance of architect-engineer services (FAR 2.101, 36.601-4) are not procured [FAR 8.403(c)]
___ Services are non-personal [FAR 37.103(a)(3)][2]
___ Services are not inherently governmental (FAR 7.5)
___ If a bundled contract (FAR 2.101), compliance with all FAR bundling requirements is documented [FAR 8.404(c)(2)]
___ Acquisition Plan (or equivalent acquisition request documents) [FAR 8.404(c)(1)]
___ Documentation that services are not available from a higher-priority *AbilityOne* (http://abilityone.org) service provider [FAR 8.002(a)(2)]
__ Rationale for using a Time-and-Material/Labor Hour type task order [FAR 8.405-2(e)(7), 12.207(b), and 16.601(d), Pub. Law 106-398 § 821(a)][3]
___ Requiring activity provided information on applicable regulatory and statutory requirements to Contracting Officer [FAR 8.404(b)]

[1] By david.clemens@gsa.gov, 9/17/2009.
[2] DoD ordering activities should see DFARS 237.104 for D&F requirements.
[3] Note that the T&M/LH determination must satisfy all three of these referenced (and differing) T&M/LH requirements. See also GAO Report GAO-09-579 *Minimal Compliance with New Safeguards for Time-and-Materials Contracts for Commercial Services and Safeguards Have Not Been Applied to GSA Schedules Program* (June 2009).

___ Other:

2. **Market Research**

___ Documented market research with suggested Schedule sources [FAR 10.001(a)]
___ Limited Sources Justification [FAR 8.405-6] if sending the RFQ to less than three Schedule contractors[4]
___ Purchase request, evidence of availability of funds and Government estimate of order price [FAR 4.803]
___ Commerciality of services [FAR 12, Schedule contract scope]
___ Within scope of Schedule (s)_____ (MOT: $_____) and SIN(s)_____[Schedule contract scope]
___ *GSA eLibary* SIN descriptions and *GSA Advantage!®* Schedule pricelists consulted [Schedule contract scope]
___ Other:

3. **Pre-Request for Quotation (RFQ) Determinations**

___RFQ contains (1) Performance Work Statement, (2) Evaluation Factors, [both in FAR 8.405-2 (c)] and (3) Agency FAR Supplement clauses/provisions not conflicting with the Schedule contract [FAR 8.404(b)][5]
___ Clauses have not been included or clauses have not been tailored without determining that they are consistent with customary commercial practice or a waiver has been obtained. [FAR 12.302(c)]
___ Evidence that a *performance-based* statement of work was used to the maximum extent practicable [FAR 8.405-2(b), 37.602] and document the rationale for using other than a performance-based order [FAR 8.405-2(e)(7)(ii)]
___ Head of Contracting Activity approval obtained if T&M/LH-type order and if base period plus any option periods exceeds three years [FAR 16.601(d)(1)(ii)]
___ For services meeting the definition of advisory and assistance services (FAR 37.2), the required D&F has been approved [FAR 37.204]
___ Statement of Work includes work to be performed, location, period of performance, deliverable schedule, performance standards and any special requirements [FAR 8.405-2(b)]
___ Performance incentives considered [FAR 16.402-2, FAR 37.6]
___ If including task order options, document decisions on use and evaluation of options [FAR 17.2]
___Other:[6]

4. **Request for Quotations**

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[4] For example, DoD ordering activities would expand the checklist to include DFARS 208.405-70 order "competition" requirements.
[5] See also ordering agency FAR Supplements. For example, DFARS 217.7802(b)(4) requires inclusion of applicable DFARS clauses on Schedule orders
[6] For example, DoD ordering activities would tailor this to include the determination not do a performance-based service contract (if applicable) [DFARS 237.170-2] and the determination use a non-DoD contract vehicle [DFARS 217.7802].

___ If funded by the American Recovery and Reinvestment Act of 2009 (Pub. L. 11-5) and over $25k, informational notice posted at *FedBizOpps* [FAR 8.404(e)(1), 5.704] in addition to usual solicitation practice (e.g., *GSA eBuy*).
___ Documentation that the RFQ was provided to at least three Schedule contractors [FAR 8.405-2(c)(2)(ii)] and to more than three Schedule contractors when the order exceeds the Schedule MOT [FAR 8.405-2(c)(3)] if a limited sources justification [FAR 8.406(a)(1)] is not warranted.
___ RFQ provided to all Schedule contractors who request it [FAR 8.405-2(c)(4)]
___ Consider, if available, at least one small business, veteran-owned small business, service disable veteran-owned small business, HUBZone small business, woman-owned small business, or small disadvantage business Schedule contractor [FAR 8.405-5(b)]
___ If performance-based, the Quality Assurance Surveillance Plan was prepared (FAR 37.6, 46.4)
___ Other:

5. **Evaluation of Quotes**

___ *Excluded Party List System* (www.epls.gov) checked prior to evaluation of quotes [FAR 9.405(d)(3)]
___ Evaluate all quotes received using evaluation criteria in the RFQ [FAR 8.405-2(d)]
___ Determination of fair and reasonable pricing for quoted open market (non-Schedule contract items) on the best-value quote [FAR 8.402(f)(2)]
___ Record of price discounts sought/obtained [FAR 8.404(d), 8.405-2(c)(3), 8.405-4]
___ If evaluating services satisfying the requirement and quoted at equal prices, give preference to the quotes from small businesses [FAR 8.405-5(c)]
___ Contractor Teaming Agreement reviewed [www.gsa.gov/cta]
___ Evaluate (1) the quoted level of effort, (2) the labor mix proposed, and (3) the reasonableness of the total order price [FAR 8.405-2(d)]
___ Document the Schedule contracts considered, the amount paid, the evaluation methodology used in selecting the best-value contractor, and the rationale for any selection tradeoffs. [FAR 8.405-2 (e)]
___ Evaluate task order options [FAR 17.206]
___ Other:

6. **Pre-Award Documentation and Clearances**

___ Compliance with applicable labor laws (e.g., Service Contract Act and Davis-Bacon Act [for Ancillary Repair & Alternation SIN])
___ Open market (non-Schedule contract) items are marked on the task order as items not on the Federal Supply Schedule [FAR 8.402(f)(3)]
___ Competition (FAR 6), publicizing (FAR 5) and set-aside (FAR 19) requirements have been met for open market items [FAR 8.402(f)(1)]
___ Clauses applicable to open market (non-Schedule contract) items are included on the order [FAR 8.402(f)(4)]

___ *Excluded Party List System* (www.epls.gov) checked *again* immediately prior to task order award [FAR 9.405(d)(4)]
___ Other:

7. **Post-Award**

___ Provide timely notification to unsuccessful quoters [FAR 8.405-2(d)]
___ Appointment of COR/COTR with training certification [OMB Memo 11/26/2007[7]]
___ If requested by unsuccessful quoters, provide brief explanation of basis for the award decision if evaluation includes non-price factors [FAR 8.504-2(d)]
___ Task order issued on Optional Form 347, an agency prescribed form,[8] or an electronic communication format including billing address, Schedule contract number, agency order number, SIN(s), period of performance, and SOW [FAR 8.406-1].
___ Order reported (e.g., FPDS; FAR 4.602) toward agency's socioeconomic goals [FAR 8.405-5(a)]
___ If funded by the American Recovery and Reinvestment Act of 2009 (Pub. L. 11-5) and over $500k, award notice publicized [FAR 8.404(e)(2), 5.705(a)]
___ If funded by the American Recovery and Reinvestment Act of 2009 (Pub. L. 11-5) regardless of dollar value, award notice with rationale publicized if order is T&M/LH-type or under a Limited Sources Justification [FAR 5.705(b)]
___ Inspect services in accordance with contract and order requirements as specified in the task order's Quality Assurance Surveillance Plan [8.406-2(b)][9]
___ On orders exceeding $100k, report contractor performance in PPIRS [FAR 8.406-7]
___ Exercise task order options in accordance with the order and FAR 17.207.
___ Final decisions issued (and Schedule Contracting Officer informed [FAR 8.406-6(a)(2)]) on disputes not pertaining to Schedule contract terms and conditions [8.406-6(a)]
___ Disputes pertaining to the terms and conditions of the Schedule contract referred to the GSA Contracting Officer [8.406-6(b)]
___If terminating the order for cause or if fraud is suspected, notify the GSA Schedule Contracting Officer [FAR 8.406-4(a)(2)]
___ When terminating the order for cause and charging the contractor with excess costs resulting from repurchase, comply with FAR 8.406-4(c) and FAR 12.403 requirements.
___ If terminating the order for the Government's convenience, documentation of attempts to enter into a "no cost" settlement agreement [FAR 8.406-5(b), 12.403]

[7] DoD agencies should substitute appropriate DAWIA requirements.
[8] Dod agencies should tailor this to DFARS PGI 208.406-1 regarding the use of the DD1155 (at or below the SAT) and the SF1449 (above the SAT).
[9] In addition, DoD T&M/LH contracts are required to have a QASP. USD AT&L memo of July 14, 2008 (S. Assad), *Management of Contractor Performance Under Time & Material and Labor Hour Contracts for Services.*

___ Closeout of order [FAR 4.804]
___ Other:

Attachment 3 – BPA Holders and Points of Contact

BPA #	Company	Primary POC	Email	Phone	Mobile	Fax	Address	City	State	Zip	Alternate POC	Alt Email	Alt Phone	Alt Mobile	Alt Fax	Alt Address	Alt City	Alt State	Alt Zip
GS10F-09-LP-A-0001	Advanced Engineering Design, Inc.	Reginald Waters	rwaters@aedworld.com	301-683-2112	202-285-1751	240-265-0653	6525 Belcrest Road, Suite 521	Hyattsville	MD	20782	Terrence Brown	tbrown@aedworld.com	301-683-2112	202-256-7276	240-265-0653	6525 Belcrest Road, Suite 521	Hyattsville	MD	20782
GS10F-09-LP-A-0002	Alpha Corporation	Bruce T. Hallgarth	bruce.hallgarth@alphacorporation.com	410-646-3044	410-365-9892	410-646-3730	1800 Washington Blvd., Suite 425	Baltimore	MD	21230	Philios Angelides	pangelides@alphacoproration.com	703-450-0800	703-606-6740	703-450-0043	21351 Ridgetop Circle, Suite 200	Dulles	VA	20166
GS10F-09-LP-A-0003	APSI Construction Management	Ashok Apte	ashok.apte@apsicm.com	949-679-0202	949-293-5452	949-679-0212	8885 Research	Irvine	CA	92618	Jay Losak	jay.losak@apsicm.com	949-679-0202	949-293-5453	949-679-0212	8885 Research	Irvine	CA	92618
GS10F-09-LP-A-0004	Bratslavsky Consulting Engineers, Inc.	Tanya Bratslavsky	tanya@bce-ak.com	907-272-5264		907-272-5214	500 W 27th Ave., Suite A	Anchorage	AK	99503	Anastasia Kharitonova	anastasia@bce-ak.com	907-272-5264		907-272-5214	500 W 27th Ave., Suite A	Anchorage	AK	99503
GS10F-09-LP-A-0005	Brown Construction Services, Inc.	Heather N. Naples	heather@bcservices-inc.com	703-641-0788	703-599-3481	703-849-1982	3505 Epsilon Place	Annandale	VA	22003	Brett Gomberg	brett@bcservices-inc.com	703-855-6234	703-855-6234	703-849-1982	3505 Epsilon Place	Annandale	VA	22003
GS10F-09-LP-A-0006	Coast and Harbor Associates, Inc.	Marcella A. Lancome	mlancome@coastandharbor.com	781-224-3875	781-367-5475	781-224-3876	7 Kimball Lane, Suite D	Lynnfield	MA	01940	Margaret Zilinsky	mzilinsky@coastandharbor.com	781-224-3877		781-334-3876	7 Kimball Lane, Suite D	Lynnfield	MA	01940
GS10F-09-LP-A-0007	Cooper Zietz Engineers, Inc.	Ken Valder	kenv@coopercm.com	206-768-8500	206-234-5367	206-768-8501	720 Third Ave., Suite 1903	Seattle	WA	98104	Timothy J. Oliver	timothyo@coopercm.com	503-253-5429	503-467-8553	503-253-5412	620 SW Fifth Ave., Suite 1225	Portland	OR	97204
GS10F-09-LP-A-0008	Faithful+Gould, Inc.	Evan J. Brundage	ed.brundage@fgould.com	703-684-5643 x613	703-626-1993	703-684-8590	1725 Duke Street, Suite 200	Alexandria	VA	22314	Christopher M. Baxter	chris.baxter@fgould.com	917-421-1411	917-273-5127	212-213-1138	11 East 26th Street, 18th Floor	New York	NY	10010
GS10F-09-LP-A-0009	Gastinger Walker Harden Architects	Wade Walker	wwalker@designwithinsight.com	816-421-8200	816-665-7770	816-421-1262	817 Wyandotte	Kansas City	MO	64105	Louis Zarr	lzarr@designwithinsight.com	816-426-2508	816-813-9083	816-421-1262	817 Wyandotte	Kansas City	MO	64105
GS10F-09-LP-A-0010	Gilbane Building Company	Greg Dunkle	gudnkle@gilbaneco.com	301-317-6167	410-982-1569	301-317-6155	7901 Sandy Spring Road, Suite 500	Laurel	MD	20707	Mark Luria	mluria@gilbaneco.com	703-312-7240	202-438-4546	703-312-7250	1100 North Glebe Road, Suite 720	Arlington	VA	22201
GS10F-09-LP-A-0011	Heery International, Inc.	Pat DiDonato	pdidonat@heery.com	202-463-8200	571-722-4274	202-463-8264	1099 14th Street, NW, Suite 101	Washington	DC	20005	Dueane Dodson	jdodson@heery.com	202-463-8266	202-689-9964	202-463-8264	1099 14th Street, NW, Suite 101	Washington	DC	20005
GS10F-09-LP-A-0012	Jay Shapiro & Associates, Inc.	Jay Shapiro	js@jsacm.com	908-470-0444	908-642-5245	908-325-0182	44-A Peapack Road	Far Hills	NJ	07931	Arne Aakre	amaakre@jsacm.com	908-470-0444	908-872-5012	908-325-0182	44-A Peapack Road	Far Hills	NJ	07931
GS10F-09-LP-A-0013	Jacobs Technology, Inc.	David Hanley	dave.hanley@jacobs.com	871-218-1304		571-218-1200	1100 North Glebe Road, Suite 500	Arlington	VA	22201	Dan Sweet	dan.sweet@jacobs.com	931-393-6697	931-581-4003	931-393-6164	600 William Northern Boulevard	Tullahoma	TN	37388
GS10F-09-LP-A-0014	Johnson, Mirmiran & Thompson	Jonathan J. Ryan	jryan@jmt.com	410-329-3100	410-746-2398	410-329-3015	72 Loveton Circle	Sparks	MD	21152	Sally P. Philbin	sphilbin@jmt.com	410-329-3100		410-472-3289	72 Loveton Circle	Sparks	MD	21152
GS10F-09-LP-A-0015	Keville Enterprises, Inc.	Douglas McCutchen	dmccutchen@keville.com	904-493-6105	904-813-6558	904-493-6071	4720 Salisbury Rd., Suite 104	Jacksonville	FL	32256	Leonard Pappalardo	lpappalardo@keville.com	904-493-6109	904-813-6560	904-493-6072	4720 Salisbury Rd., Suite 106	Jacksonville	FL	32256
GS10F-09-LP-A-0016	The Louis Berger Group, Inc.	Brian Moore	bmoore@louisberger.com	202-303-2740	703-282-7423	202-331-0634	2445 M Street, NW, 4th Floor	Washington	DC	20037	Kenneth Dunn	kendunn@hillintl.com	202-408-3000	703-851-6797	202-408-3058				
GS10F-09-LP-A-0017	MACTEC Engineering and Consulting, Inc.	Peter Baker	psbaker@mactec.com	207-775-5401	207-232-5037	207-722-4762	511 Congress St., PO Box 7050	Portland	ME	04112	Jeanette Rufus	jjrufus@mactec.com	770-360-0528		770-360-0540	1105 Lakewood Parkway	Alpharetta	GA	30004
GS10F-09-LP-A-0018	Mark G. Anderson Consultants, Inc	Steven Willmann	swillmann@mgac.com	202-942-4470	202-438-4681	202-942-3939	730 Eleventh Street, NW	Washington	DC	20001	Mark Anderson	manderson@mgac.com	202-942-3908	202-246-6308	202-942-3939	730 Eleventh Street, NW	Washington	DC	20001
GS10F-09-LP-A-0019	MSS Services, Inc.	Mark F. Carter	mcarter427@aol.com	301-528-5531	240-832-4143	301-528-5559	14200 Schaeffer Rd.	Germantown	MD	20874	Matthew J. Deeter	mdeeter@mssserv.com	301-528-5531	267-784-0070	301-528-5559	14200 Schaeffer Rd.	Germantown	MD	20874
GS10F-09-LP-A-0020	MWH Americas, Inc.	Anthony Magliocchino	anthony.magliocchino@us.mwhglobal.com	801-617-3235	801-232-6089	801-617-4200	10619 South Jordan Gateway, Suite 1	South Jordan	UT	84095	Virgil Gray	virgil.q.gray@us.mwhglobal.com	617-314-7117	617-543-6942	617-314-7150	12 Farnsworth Street	Boston	MA	02210
GS10F-09-LP-A-0021	O'Connor Construction Management, Inc.	Garrett Terlaak	gterlaak@ocmi.com	949-476-2094	949-413-6136	949-476-8294	8851 Research Drive	Irvine	CA	92618	Fred Saldana	fsaldana@ocmi.com	949-476-2094	949-463-0328	949-476-8294	8851 Research Drive	Irvine	CA	92618
GS10F-09-LP-A-0022	Parsons Infrastructure & Technology Group Inc.	Yvette Hernandez	yvette.hernandez@parsons.com	626-440-3312		626-440-2703	100 W. Walnut Street	Pasadena	CA	91124	David Anderson	david.l.anderson@parsons.com	202-469-6374		202-469-6482				
GS10F-09-LP-A-0023	PBS&J, Inc.	Josh Rowan	jerowan@pbsj.com	770-933-0280	404-358-4967	770-226-8893	1600 RiverEdge Parkway, Suite 600	Atlanta	GA	30328	David Carter	djcarter@pbsj.com	305-592-7275	305-514-3272	305-599-3809	2001 Northwest 107th Ave	Miami	FL	33172
GS10F-09-LP-A-0024	PMA Consultants	Matthew Beebe	jcole@pmaconsultants.com	703-738-6600	571-334-0080	703-738-6603	2231 Crystal Dr.	Arlington	VA	22202	Jennifer Cole	jcole@pmaconsultants.com	734-769-0530		734-663-9561	226 W. Liberty St.	Ann Arbor	MI	48104
GS10F-09-LP-A-0025	Perspectiva	Saul Valentin	svalentin@perspectiva.net	713-520-7580	281-348-7889	713-520-7458	7380 Remcon Circle, Suite A	El Paso	TX	79912	Juan Contreras	jcontreras@perspectiva.net	915-833-2488	915-526-8735	915-833-2424	7380 Remcon Circle, Suite A	El Paso	TX	79912
GS10F-09-LP-A-0026	Rider Levett Bucknall	Julian A. J. Anderson	julian.anderson@us.rlb.com	602-443-4848	480-577-4312	602-443-4849	4343 E. Camelback Road, Suite 350	Phoenix	AZ	85018	Cathy Handen	cathy.handen@us.rlb.com	602-443-4848	818-209-5165	602-443-4849	4343 E. Camelback Raod, Suite 3	Phoenix	AZ	85018
GS10F-09-LP-A-0027	Tetra Tech EC, Inc.	Carol Rieger	carol.rieger@tetratech.com	303-980-3574	303-887-6113	303-980-3539	143 Union Blvd., Suite 1010	Lakewood	CO	80228	Tony Truschel	tony.truschel@tetratech.com	303-980-3525	303-249-1259	303-980-3539	143 Union Blvd., Suite 1010	Lakewood	CO	80228
GS10F-09-LP-A-0028	Ulteig Engineering	Rick Zabel	rick.zabel@ulteig.com	720-873-5722	303-815-7813	720-873-5701	9777 Mt. Pyramid Court, Suite 200	Englewood	CO	80112	Craig Anderson	craig.anderson@ulteig.com	701-280-8595	701-367-0927	701-280-8701	4776 28th Ave South	Fargo	ND	58104
GS10F-09-LP-A-0029	URS Group, Inc.	David L. Hernandez	ursgsa@urscorp.com	210-377-3764		210-377-0622	9901 IH-10 W, Suite 350	San Antonio	TX	78230	Paul Piotrowski	paul_piotrowski@urscorp.com	804-474-5422		804-474-5481	5540 Falmouth Street, Suite 104	Richmond	VA	23230
GS10F-09-LP-A-0030	Vanir Construction Management, Inc.	Mansour Aliabadi	mansour.aliabadi@vanir.com	916-575-8888	916-997-6285	916-575-8887	4540 Duckhorn Drive, Suite 300	Sacramento	CA	95834	Don Haase	don.haase@vanir.com	916-575-888		916-575-8887	4540 Duckhorn Drive, Suite 300	Sacramento	CA	95834
GS10F-09-LP-A-0031	Watchdog USA LLC	Ryan Alligood	ralligood@watchdogpm.com	215-628-8550 x108	610-684-9927	215-625-8551	2129 Chestnut Street	Philadelphia	PA	19128	Kiera McDonagh	kmcdonagh@watchdogpm.com	215-625-8550 x1	267-255-4636	215-625-8551	2129 Chestnut Street	Philadelphia	PA	19128