Request for Proposal (RFP)

U.S. GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
Office of Acquisition Management

PROJECT:	Armed Forces Retirement Home Sheridan Bldg Construction Services 3700 North Capitol St NW Washington, DC 20011-8400
SOLICITATION NO:	47PB5226R0001
ISSUE DATE:	June 15, 2026
CLOSING DATE & TIME:	July 23, 2026 4:00 PM (Eastern Time)

CONTRACT NO:	
DATE OF AWARD:	
ISSUED BY:	U.S. General Services Administration Public Building Service Office of Acquisition Management Capital Project Acquisition Delivery Division Capital Contracting Branch - East (PQAB)

Construction Contract for: Armed Forces Retirement Home

Sheridan Bldg Construction Services

The Solicitation

Table of ContentsF

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

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

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

IV. FAR/GSAR Solicitation Provisions

FAR 52.209-7 Information Regarding Responsibility Matters (GSA Class Deviation RFO-2025-09)
FAR 52.209-13 Violation of Arms Control Treaties or Agreements-Certification (GSA Class Deviation RFO-2025-09)
FAR 52.216-1 Type Of Contract (GSA Class Deviation RFO-2025-16)
FAR 52.222-5 Construction Wage Rate Requirements-Secondary Site of Work (GSA Class Deviation RFO-2025-22)
FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors
Buy American Requirements
Buy American Exceptions
FAR 52.233-2 Service of Protest (GSA Class Deviation RFO-2025-33)
FAR 52.252-1 Solicitation Provisions Incorporated by Reference
GSAR 552.102 Incorporating Provisions and Clauses by Reference
Small Business Subcontracting Plan
Project Labor Agreement
Certified Cost or Pricing Data
Additional Provisions

V. Instructions to Offerors and Clauses

A. FAR 52.215-1 Instructions to Offerors – Competitive Acquisition (GSA Class Deviation RFO-2025-15)
B. FAR 52.240-91 Security Prohibitions and Exclusions (NOV 2025) (GSA Class Deviation RFO-2025-40)

VI. Method Of Award

A. Evaluation of Offers
B. Determination of Responsibility
C. Price Reasonableness/Price Realism
D. Unbalanced Price
E. Total Evaluated Price
F. Non-Price Factors
G. Evaluation of Joint Venture Offers

I. General Information

I.A. The Solicitation and Contract

(1) This Solicitation sets forth requirements for proposals for a Contract to construct the Project described in the Solicitation Documents. Proposals conforming to the Solicitation requirements will be evaluated in accordance with the Method of Award set forth herein. The Government will award the Contract to the selected Offeror, subject to the conditions set forth herein.

(2) Neither the Solicitation nor any part of an Offeror's proposal shall be part of the Contract except to the extent expressly incorporated therein by the Contracting Officer.

(3) The Offeror's proposal submitted in response to this Solicitation shall constitute a firm offer. No contract shall be formed unless and until the Contracting Officer has countersigned the SF 1442 submitted by an Offeror, and delivered to the Contractor a copy of the SF 1442 with original signatures together with the Agreement reflecting the Offeror's proposed prices.

End of Notice

I.B. List of Solicitation Documents

The Solicitation Documents are comprised of:

(01) Cover Page

(02) The Solicitation

(03) Wage Determination

(04) Standard Form (SF) 1442 – Solicitation Offer and Award

(05) Cost Breakdown Sheet

(06) The Agreement and Attachments to the Agreement

(07) Specification Document (Volume 1)

(08) Specification Document (Volume 2)

(09) Drawings

(10) Phasing Narrative

(11) Geotechnical Report

(12) AFRH Facilities Management Program

(13) AFRH Facilities Management Manual

(14) Standard Form (SF) 24 – Bid Bond

(15) GSA Form (GSAF) 527 – Contractor's Qualifications & Financial Information

(16) Sample Past Performance Questionnaire (PPQ) Letter

(17) Past Performance Questionnaire (PPQ)

(18) Individual Model Subcontracting Plan

I.C. Authorized Representatives

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

Authorized Representative Information:
Contracting Officer's Information
Name: Timothy Novak
Address: 230 South Dearborn Street, Room 3600, Chicago, Illinois 60604-1702
Telephone: (773) 590-2850
Email: timothy.novak@gsa.gov
Alternate POC Information
Name: Robert "Mickey" Kramarik-Boyle
Address: 230 South Dearborn Street, Room 3600, Chicago, Illinois 60604-1702
Telephone: (312)385-3000
Email: robert.kramarik-boyle@gsa.gov

I.D. Pre-Proposal Conference/Site Visit

Date: 06/30/2026
Time: 10:00am Local Time
Location: Eagle Gate Scott Building (Main Entrance) 140 Rock Creek Church Rd NW, Washington, DC 20011
Interested attendees must RSVP using the form link No later than Friday, June 26, 2026: https://docs.google.com/forms/d/e/1FAIpQLSeLYpzpumFfCW8fGKTYGI1KVtBzXgBS96r2RoH4KgEsHm2Evw/viewform?usp=preview

I.E. Estimated Price Range

Base Contract and Priced Options is in range of $160M to $190M

I.F. FAR 52.228-1 Bid Guarantee (SEPT 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.,* bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds—

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or $3,000,000, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

I.G. Receipt of Offers

(1) In order to be considered for award, offers conforming to the requirements of the Solicitation must be received at the following office no later than 4:00 pm Eastern Time on the following date and at the following email address.

Date: July 23, 2026
Email Address: timothy.novak@gsa.gov and robert.kramarik-boyle@gsa.gov

(2) Offers transmitted through an electronic commerce method authorized by the solicitation, shall be deemed timely if it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(3) Offers transmitted through an electronic commerce method authorized by the solicitation, shall be deemed timely if there is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers.

II. Proposals

II.A. Proposal Contents

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

1. Price Proposal (SF1442 and Cost Breakdown Sheet(s))
2. Technical Proposal
3. Representations and Certifications
4. Standard Form 24, Bid Bond
5. Subcontracting Plan
6. GSA Form 527 – Contractor's Qualification and Financial Information
7. Completed PPQs sent directly by clients completing the questionnaire.
8. Signed PLA Pricing Acknowledgment Letter, confirming the Offeror's proposed price includes all costs associated with compliance with a Project Labor Agreement (PLA)

II.B. Proposal Format

Offerors shall submit one electronic proposal to the attention of the GSA Contract Specialist at robert.kramarik-boyle@gsa.gov and the Contracting Officer at timothy.novak@gsa.gov. The maximum size capacity for electronic transmissions to GSA is 25mb. Therefore, all submittal information for each email must be within the 25mb limitation. Offerors may break proposal materials into separate emails to avoid exceeding the limitation. When separating materials into separate emails, please, ensure that the email's subject line states how many emails are to be expected.

The subject line must also contain the solicitation number and firm name.

If an offeror experiences difficulty transmitting large email attachments, GSA may provide a unique Google Drive upload link upon request. The offeror remains solely responsible for requesting the link, uploading all required documents, and ensuring the complete proposal is received by the stated due date and time.

II.C. Price Proposal

(1) Contents

The Price Proposal shall consist of the SF 1442 and the Agreement, with prices and/or rates indicated for each price element shown on the pricing form included in Section II of the Agreement. Indicate the Base Contract Price, or if no such distinction is made, the Contract Price, in Block 17 of the SF 1442, which must be fully executed by the Offeror. Additionally, the Offeror shall complete the Cost Breakdown Sheet(s).

(2) Qualifications, Exclusions and Conditions

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

II.D. Technical Proposal

The Technical Proposal shall include the information requested below for the non-price factors described in Section VI. The restrictions are as follows:

The Technical Proposal shall be clearly organized by evaluation factor, with each section labeled to correspond exactly to the factor titles listed above. Information shall not be cross-referenced between factors to circumvent page limitations.

1. Page Limitations by Factor

The Technical Proposal shall comply with the following maximum page limits, which apply individually to each factor:

Factor A – Past Experience: Fifteen (15) pages

Factor B – Past Performance on Similar Projects: No page limit for Past Performance Questionnaires (PPQs); narrative submitted by the Offeror shall not exceed (6) pages.

Factor C – Key Personnel Experience and Qualifications: Fifteen (15) pages

Factor D – Management Approach: Fifteen (15) pages

If the page limit for any individual factor is exceeded, only the first pages up to the stated maximum for that factor will be evaluated. Excess pages for that factor will not be read or considered.

2. Page Count Applicability

Unless expressly excluded below, all pages count toward the applicable factor page limit, including but not limited to:

- Tables, charts, and graphics
- Organizational charts
- Resumes
- Schedules and figures

The following are excluded from all page limitations:

- Past Performance Questionnaires (PPQs) submitted directly to the Government in accordance with the solicitation instructions
- Cover pages, provided they are used solely as section dividers or organizational aids. Any narrative, technical discussion, graphics, or other evaluative content included on a cover page will not be evaluated and may result in that content being disregarded.

3. Formatting Requirements

All Technical Proposal pages shall conform to the following formatting requirements:

- Page size: 8.5 inches by 11 inches
- Orientation: Portrait
- Content: Clearly legible

Pages that do not conform to the required page size or formatting requirements will not be evaluated.

EVALUATION FACTOR A: PAST EXPERIENCE

This factor considers the extent of the offeror's past experience performing contracts that are similar in scope to the AFRH Sheridan Building Renovation.

The Offeror shall submit (3) three (no more, no less) projects demonstrating successful experience as a General Construction (GC) Contractor on similar projects substantially completed within the past ten (10) years.

For purposes of this solicitation, a similar project is defined as a project comparable in scope, size, and complexity, as evidenced by the following characteristics (to include, but not limited to):

- Performance as the prime General Contractor responsible for overall management, coordination, and execution of all construction activities;
- Renovation involving multiple construction trades within an occupied, multi-story residential or assisted living facility, or comparable institutional facility, where continuous operations must be maintained during construction;
- Project complexity requiring detailed logistics planning and coordination to maintain occupant safety and facility operations;
- A total construction value of not less than $50,000,000 and a total renovated interior area of not less than 150,000 square feet (SF);

Note: Greater weight will be given to experience more similar in scope to this project.

Submittal Requirements (15 Page Maximum): The Offeror must submit the following information at a minimum:

1. Provide three (3) similarly complex projects (no more, no less) performed within the last ten (10) years in which the Offeror served as the prime contractor on a General Construction, firm-fixed-price contract. Projects must be substantially complete to be considered for evaluation under this factor. All submitted projects must be projects in which the Offeror provided General Construction services.

2. For each project submitted, the Offeror shall provide, at a minimum, the following information:

    - Project name and owner/contracting agency
    - Contract/task order number (if a Federal contract)
    - Facility type and site conditions
    - Total square footage
    - Delivery method

- Original and actual schedule (including justification for any variance from the contract duration)
- Planned and actual construction cost (award value and final contract value after adjustments)
- Project description, including overall scope of work
- Description of project complexity and coordination requirements

3. The Offeror should provide written demonstration of their experience in providing project planning, problem/issue resolution, coordination, phasing plan development, site logistic planning, independent cost estimating, and development of subcontractor interest necessary to complete the project within the prescribed budget and a fixed schedule. The Offeror shall relate each project to the requirements of this solicitation.

4. The maximum page limit for this factor is fifteen (15) pages. If more than fifteen (15) pages are submitted, only the first fifteen (15) pages will be evaluated.

Standard for Evaluation: The standard is met when:

1. The standard is met when the Offeror submits three (3) projects, substantially completed within the past ten (10) years, as the prime General Construction Contractor, with at least one (1) project fully meeting all similarity criteria. The other submitted projects must not contain significant weaknesses.

2. All required information for each project, as specified in the Submittal Requirements, is provided.

EVALUATION FACTOR B: PAST PERFORMANCE ON SIMILAR PROJECTS

This factor considers the Offeror's Past Performance for the three (3) projects submitted under Evaluation Factor A: Past Experience. This factor will be evaluated based upon the responses from the references provided by the Offeror. Past performance can be described as how an Offeror performed on a job.

The Government intends for the offeror to contact their references directly, and that the references respond with a completed Past Performance Questionnaire (PPQ) to be submitted directly to the Contracting Officer (CO), prior to the due date of proposals. The CO also reserves the right to contact those individuals who provide references for the Offeror to verify that the services provided comply with the similarity requirements of this RFP and to assist with the assessment of the quality of those services provided through a Past Performance Questionnaire. In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance. Therefore, failure of the Offeror to provide a minimum of three (3) relevant references, and/or the inability of the Government to complete a minimum of

three (3) reference checks after making a reasonable effort to do so, may result in the Offeror being rated as "neutral" on the past performance factor. The Government is not required to conduct or complete reference checks on more than the two (2) required references for each Offeror. In addition to the references provided by the Offeror, the Government may solicit other sources to find references for other relevant, similar work performed by the Offeror.

The Government reserves the right to use other government data available in its assessment of the offeror. The quality of the reference information supplied will be considered. If award will be made without conducting negotiations, offerors may be given the opportunity to clarify certain aspects of proposals (e.g.,the relevance of an offeror's past performance information and adverse past performance information to which the offeror has not previously had an opportunity to respond) or to resolve minor or clerical errors.

Submittal Requirements: The Offeror must submit the following information at a minimum:

For each of the three projects submitted in response to Evaluation Factor A: Past Experience, the Offeror must provide at least two (2) point of contact references, including names, phone numbers, and email addresses. At least one reference must be with the project owner or contracting agency. The Offeror must also provide at least one owner evaluation, such as a completed Past Performance Questionnaire submitted by the reference to the Contracting Officer, a Contractor Performance Assessment Reporting System (CPARS) assessment, or equivalent. A CPARS assessment that is not marked "Final" or fully completed may be given less weight in the evaluation of past performance. The quality of past performance information will be taken into account.

Offerors are encouraged to include additional information on any challenges encountered during project performance and the corrective actions taken. The Offeror is responsible for ensuring the accuracy of all information submitted. Inaccurate or incomplete information may result in lower evaluation ratings.

Offerors should complete and submit with the proposal blocks 1-4 of the PPQ for each reference, which will provide contract and client information for the project in the event the PPQ is not received by the Contracting Officer at the time proposals are due.

Completed PPQs should be submitted directly to the Contracting Officer and Contract Specialist. Ensure correct phone numbers and email addresses are provided for the client point of contact. Offerors should follow-up with clients/references to ensure timely submission of questionnaires. All completed Past Performance Questionnaires shall be submitted via email to timothy.novak@gsa.gov and robert.kramarik-boyle@gsa.gov prior to proposal closing date. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs.

Offeror may also include performance recognition documents received within the last 10 years, such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition directly related to the work performed on any of the three (3)

projects from Evaluation Factor A: Past Experience. In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting System (CPARS), using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), previously submitted PPQ information, and any other known sources not provided by the Offeror. While the Government may elect to consider data from a variety of sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror. GSA will not maintain a database of PPQs submitted by Offerors.

Standard for Evaluation: The standard is met when:

1. Responses are provided by at least one (1) reference for each project outlined in Factor A: Experience in Providing General Construction Services on Similar Projects, and provide favorable evaluations indicating that the projects have met or exceeded the customer's requirements as set forth in the construction contract documents (drawings and specifications) in a timely manner, and within established budgets.

EVALUATION FACTOR C: KEY PERSONNEL EXPERIENCE & QUALIFICATIONS

This factor considers the experience and qualifications of the Offeror's proposed key personnel who will have major project responsibilities, provide unique or specialized capabilities, and whose availability is critical to successful contract performance. The Government considers the **Project Manager, Quality Control Manager, General Superintendent, and Health, Safety & Environmental Officer** to be key personnel. All key personnel shall have responsibilities limited to their assigned full-time role on this project.

Qualifications and experience will be evaluated based on the information submitted by the Offeror demonstrating successful completion of projects of similar scope, size, and complexity as defined under Evaluation Factor A.

If the Offeror materially misrepresents information relating to the qualifications or experience of proposed personnel, the Contracting Officer may reject the proposal.

Substitution Requirements: After the contract award, no substitution to key team members shall be made without prior approval of the CO. If personnel approved by the CO are unable to perform their duties due to death, illness, resignation from the Contractor's employment, the CO's request for removal, or similar reasons, the Contractor shall promptly submit to the CO, in writing, the name and qualifications of a proposed replacement with equal or superior qualifications. This replacement, if approved by the CO, shall be submitted to the Government within three (3) calendar days from the time of removal and shall in no way delay the project schedule. Any approved substitutions shall be made at no increase in contract price and/or

decrease in capabilities. Any approved substitutions may be considered in the Government's assessment of the Contractor's past performance during performance of this contract and could result in a lower past performance rating.

Submittal Requirements (15 Page Maximum): The Offeror must submit the following information at a minimum:

The Offeror shall identify proposed key personnel and their positions, and provide resumes for each, including current state licenses, professional registrations, and trade memberships. All licenses shall list standard designations and include effective and expiration (or "thru") dates, if applicable.

For each key person, the Offeror shall identify two (2) similar projects completed within the past ten (10) years that demonstrate the individual's technical expertise and ability relevant to this contract. The identified projects shall meet the similarity criteria established under Evaluation Factor A. For each project, the Offeror shall describe how the project satisfies the similarity criteria.

Minimum Requirements

a. The **Project Manager** must have a minimum of ten (10) years of specialized experience as a project manager for general contractors on project(s) similar to those described under Evaluation Factor A. The individual shall possess a Bachelor's degree from an accredited undergraduate program. In lieu of meeting the education requirement, the Project Manager must have at least fifteen (15) years of Project Management experience.The Project Manager must have completed, within the last five (5) years, the OSHA 30-Hour Construction Safety & Health Course or equivalent training.The resume shall include sufficient detail to demonstrate that the individual is qualified and well suited for the proposed position.

   For Project Managers that meet the minimum requirements, the Government will evaluate the depth, relevance, and quality of experience and qualifications to assess the likelihood of successful performance. Qualifications and experience that may merit a higher rating include, but are not limited to, the following:

   - Possession of a Certified Construction Manager (CCM) certification from the Construction Management Association of America (CMAA);
   - Possession of a Project Management Professional (PMP) certification demonstrating advanced project management expertise;
   - An advanced degree (e.g., Master's degree in Construction Management, Engineering, or Project Management); and
   - Experience managing large, similar, complex construction projects, exceeding $100 million in construction value, demonstrating the ability to manage substantial budgets, complex logistics, and multiple stakeholders;
   - Demonstrated experience with union environments or labor relations, including

work performed under a Project Labor Agreement (PLA).

b. The **Quality Control Manager** must have a minimum of ten (10) years of experience specifically in a quality control capacity for general contractors on projects similar to those described under Evaluation Factor A. The Quality Control Manager must have completed, within the last five (5) years, the OSHA 30-Hour Construction Safety & Health Course or equivalent training. The resume shall include sufficient detail to demonstrate that the individual is qualified and well suited for the proposed position.

   For Quality Control Managers that meet the minimum requirements, the Government will evaluate the depth, relevance, and quality of experience and qualifications to assess the likelihood of successful performance. Qualifications and experience that may merit a higher rating include, but are not limited to, the following:

   - Possession of a Certified Construction Manager (CCM) certification from the Construction Management Association of America (CMAA);
   - Possession of a Certified Quality Manager (CQM) or Construction Quality Management for Contractors (CQM-C) / Construction Quality Management (CQM-CM) certification;
   - Bachelor's degree from an accredited undergraduate program in Architecture, Engineering, or Construction Management or related field;
   - Demonstrated experience with environmental compliance requirements, including familiarity with Environmental Protection Agency (EPA) regulations, where applicable;
   - Experience as the QCM on large, similar, complex construction projects, exceeding $100 million in construction value, demonstrating the ability to manage complex logistics and multiple stakeholders; or
   - Experience performing quality control functions on federal construction contracts, including familiarity with Federal Acquisition Regulation (FAR) requirements and Government quality standards.

c. The **General Superintendent** must have a minimum of ten (10) years of experience as a General Superintendent for general contractors on projects similar to those described under Evaluation Factor A. The individual shall possess a Bachelor's degree from an accredited undergraduate program in Architecture, Engineering, or Construction Management. In lieu of meeting the education requirement, the General Superintendent must have at least fifteen (15) years of Superintendent experience. The General Superintendent must have completed, within the last five (5) years, the OSHA 30-Hour Construction Safety & Health Course or equivalent training, as well as First Aid training. The resume shall include sufficient detail to demonstrate that the individual is qualified and well suited for the proposed position.

For General Superintendents that meet the minimum requirements, the Government will evaluate the depth, relevance, and quality of experience and qualifications to assess the likelihood of successful performance. Qualifications and experience that may merit a higher rating include, but are not limited to, the following:

- Possession of advanced safety training or credentials, such as OSHA 500 or OSHA 510 (Construction Safety Trainer / Construction Industry Supervisor), beyond the OSHA 30-Hour requirement;
- Experience serving as General Superintendent on large, complex, multi-story occupied building renovation projects, including projects exceeding $100 million in construction value; or
- Demonstrated experience with union environments or labor relations, including work performed under a Project Labor Agreement (PLA).

d. The **Health, Safety & Environmental (HSE) Officer** must have experience serving in a lead safety capacity for general contractors on projects similar to those described under Evaluation Factor A.

Minimum training and experience shall include at least two (2) of the following:

- A degree in Health, Safety, and Environmental Management (or equivalent) with three (3) or more years of field experience in the safety profession;
- Seven (7) or more years of experience as a safety professional, of which four (4) or more years must be in construction safety;
- Advanced technical training or professional certifications such as Certified Safety Professional (CSP), Associate Safety Professional (ASP), Construction Health and Safety Technician (CHST), or Occupational Health and Safety Technologist (OHST);or
- The HSE Officer must have completed, within the last five (5) years, the OSHA 30-Hour Construction Safety Course or equivalent training, as well as current First Aid and CPR training.

The resume shall demonstrate proficient knowledge of OSHA regulations, safety management practices, and hazard communication and control measures, and shall include sufficient detail to demonstrate that the individual is qualified and well suited for the proposed position.

For HSE Officers that meet the minimum requirements, the Government will evaluate the depth, relevance, and quality of experience and qualifications to assess the likelihood of successful performance. Qualifications and experience that may merit a higher rating include, but are not limited to, the following:

- Possession of advanced safety training or credentials, such as OSHA 500 or OSHA

510 (Construction Safety Trainer / Construction Industry Supervisor), beyond the OSHA 30-Hour requirement;

- Experience developing and implementing project-specific safety plans for large, complex, occupied facilities, including projects exceeding $100 million in construction value;
- Demonstrated experience with environmental compliance requirements, including familiarity with Environmental Protection Agency (EPA) regulations, where applicable; or
- Experience conducting routine or daily safety inspections, audits, and reporting activities on federal construction projects, including coordination and reporting to Government representatives or federal agencies.

Standard for Evaluation: The standard is met when:

1. The Offeror demonstrates that the proposed key personnel collectively meet the minimum qualifications and experience requirements for their assigned positions. This includes experience on projects similar in scope, size, and complexity to those defined in Evaluation Factor A, relevant technical knowledge, project planning and execution skills, and the ability to perform assigned responsibilities full-time. Each key person's resume must clearly demonstrate why the individual is qualified and a "good fit" for the proposed role, including relevant licenses, certifications, training, and documented performance on prior projects. Personnel who do not meet minimum requirements or who are materially misrepresented may be considered a significant weakness, which can lower the overall evaluation score for this factor.

2. The Government will consider, as a positive attribute, but not a requirement, if a majority of the proposed key personnel have previously worked together on at least one (1) project similar in scope, size, and complexity, and have successfully performed their roles concurrently for the majority of that project's duration.

EVALUATION FACTOR D: MANAGEMENT APPROACH

This factor considers the extent to which the Offeror demonstrates the ability to plan, organize, and manage all aspects of the AFRH Sheridan Building Renovation project. The Government will evaluate the Offeror's proposed approach to staffing, subcontractor management, project scheduling, risk management, quality control, and overall project execution**.**

Submission Requirements (15 Page Maximum): The Offeror shall submit a Management Approach that demonstrates the following:

1. **Organizational Structure and Staffing**
    - An organizational structure and staffing plan showing adequate resources to

perform the scope of work outlined in this solicitation.
- Include an organizational chart showing lines of communication and hierarchy of key personnel, roles, responsibilities, and staffing levels sufficient to execute the project.

2. **Subcontractor Information**
   - Identification of key subcontractors (at a minimum: Curtain Wall, Concrete, Mechanical, Sprinkler & Fire Protection, and Electrical) by firm name.
   - A narrative describing each subcontractor's experience on projects of comparable size and complexity.
   - Include an explanation of how the Offeror will manage subcontractor performance, coordination, and timeliness.
3. **Project Execution Plan**
   - A detailed project execution plan and narrative describing the sequencing of work, phasing, submittals, long-lead item considerations, contingency planning, change orders, and key assumptions.
   - A preliminary baseline schedule (Gantt chart format) showing the sequence of work for the base bid only:
     - Include major and long lead time submittals
     - Include chiller and generator work
     - Provide no more than one hundred fifty (150) activities
     - Provide no more than two (2) pages (PDF), ensuring all information is legible
4. **Risk Management and Safety**
   - A narrative identifying potential project risks and describing avoidance or mitigation strategies.
   - Include measures to ensure the safety of residents, employees, contractors, and the public.
5. **Quality Control Plan**
   - An overview of the Offeror's Quality Control Plan addressing compliance with technical requirements, project-wide processes, change resolution, corrective action planning, interface management, off-site and on-site testing, start-up, commissioning, and integrated acceptance testing.

Note: Each submission must be written to respond to the unique characteristics of the AFRH Sheridan Building Renovation project. Greater weight will be given to submissions that demonstrate highly effective, practical, and detailed approaches directly applicable to this project.

Page Limit: The maximum page limit for this factor is fifteen (15) pages. If more than fifteen (15) pages are submitted, only the first fifteen (15) pages will be evaluated.

Standard for Evaluation The standard is met when:

1. The Offeror provides a Management Approach that demonstrates a clear, detailed, and practical understanding of the complexity of the AFRH Sheridan Building Renovation project. The submission must address all required elements listed above and provide solutions and strategies specific to the unique conditions and challenges of this project, rather than generic or template approaches.

II.E. Other Information to Submit with Proposal

(1) Representations and Certifications

Offerors are reminded their SAM registration status must be "Active", at the time their offer is submitted, to be considered for award (see 52.204-7 (GSA Class Deviation RFO-2025-04)). Offerors submitting a proposal in response to this Solicitation shall complete electronic Annual Representations and Certifications in conjunction with required Entity registration in System for Award Management (SAM), accessed via System for Award Management. In accordance with FAR 52.204-90 (GSA Class Deviation RFO-2025-04), if an Offeror will not have an active Federal Government contracts registration in SAM when submitting its offer, it shall complete paragraphs (c) and (d) of FAR 52.204-90 and include its responses with its offer. Offerors shall also submit with their proposal the completed provisions identified in Section IV of this solicitation.

(2) Qualifications of Offerors

Offerors submitting a proposal in response to this Solicitation shall submit with their proposal evidence of their financial responsibility and capacity to perform the Contract. Offerors shall submit this information on GSA Form 527 – Contractor's Qualifications and Financial Information. Where applicable, point of contact, including names and telephone numbers, are required for all contracts listed.

Pursuant to FAR Part 9.505-4(b) (GSA Class Deviation RFO-2025-09), A contractor that gains access to proprietary information of other companies in performing advisory and assistance services for the Government must agree with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. The contracting officer must obtain copies of these agreements and ensure that they are properly executed.

(3) Signed PLA Pricing Acknowledgment Letter, confirming the Offeror's proposed price includes all costs associated with compliance with a Project Labor Agreement (PLA)

The Offeror shall draft their own letter for acknowledgement of compliance with the PLA and submit it along with their proposal.

II.F. Requirements of Joint Venture Offerors

(1) All offers submitted by joint ventures must include a copy of an executed joint venture agreement (with original signatures) which fully discloses the legal identity of each member of the joint venture, the relationship between the members, the form of ownership of each member, and any limitations on liability or authority for each member.

(2) An authorized representative of each member of the joint venture must sign the SF 1442 accompanying an offer regardless of any agency relationship established between the members.

(3) In the case of corporations that are joint venture members, the corporation secretary must certify that the corporation is authorized to participate in the joint venture, either by certifying in the joint venture agreement, or by submitting a separate certification to the Government. The joint venture must also provide a certificate that identifies a principal representative of the joint venture with full authority to bind the joint venture.

(4) Representations and certifications, financial information, and past performance information must be submitted for each member of the joint venture.

III. General Provisions

III.A. Availability of Funds

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

III.B. Requests for Clarification or Interpretation

The Government will attempt to answer all requests for clarifications or interpretations of the Solicitation Documents prior to the date set for receipt of offers, but do not warrant that all such requests will be answered within 15 calendar days. Prospective Offerors should make such requests not less than 15 calendar days prior to the date set for receipt of offers by submitting RFIs to the following link:

https://docs.google.com/forms/d/e/1FAIpQLSehHI_bNbzSWbl5uvU-uOCOaOQTPRLc_cnGD4H-xdI4HtR2bw/viewform?usp=preview

III.C. Notice to Small Business Firms

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

III.D. Information Concerning the Disclosure of Solicitation Results

This acquisition is being conducted under the provisions of FAR Part 15 (GSA Class Deviation RFO-2025-15) as a negotiated procurement. In accordance with FAR 3.104 (GSA Class Deviation RFO-2025-03) and FAR 15 (GSA Class Deviation RFO-2025-15), after receipt of proposals, no information regarding the identity of those submitting offers, the number of offers received, or the information contained in such offers will be made available until after award except as provided by FAR Part 15 (GSA Class Deviation RFO-2025-15).

III.E. Notice Concerning Preparation of Proposals

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

III.F. Bond Requirements

If a bid guarantee is required to be submitted with your offer, any contract awarded will require a performance bond and payment bond as specified in the Agreement. Offerors who utilize individual sureties should note the requirement for a certified, audited, financial statement for each person acting as an individual surety under clause FAR 52.228-1 Bid Guarantee and the requirements of clause FAR 52.228-11 Individual Surety-Pledge of Assets.

III.G. Contractor Performance Information

(1) *Evaluating Contractor Performance:* The General Services Administration is using the Contractor Performance Assessment Reporting System (CPARS) module as the secure, confidential, information management tool to facilitate the performance evaluation process. CPARS enables a comprehensive evaluation by capturing comments from both GSA and the contractor. The website for CPARS is Contractor Performance Assessment

Completed CPARS evaluations may then be used by the Federal acquisition community for use in making source selection decisions. CPARS assists acquisition officials by serving as the single source for contractor past performance data.

(2) *CPARS Registration:* Each award requiring an evaluation must be registered in CPARS. The contractor will receive several automated emails. Within thirty days of award, the contractor will receive an e-mail that contains user account information, as well as the applicable contract and order number(s) assigned. Contractors will be granted one user account to access all evaluations.
(3) *Contractor CPARS Training:* Contractors may sign up for CPARS training. A schedule of classes will be posted to the CPARS training site (CPARS Training) and updated as needed.

(4) *Contractor Representative (CR) Role*: All evaluations will be sent to the Contractor Representative (CR) named on your award. The CR will be able to access CPARS to review and comment on the evaluation. If your CR is not already in the CPARS system, the contracting officer will request the name and email address of the person that will be responsible for the CR role on your award.

Once an evaluation is ready to be released the CR will receive an email alerting them the evaluation is ready for their review and comment. The email will indicate the time frame the CR has to respond to the evaluation; however, the CR may return the evaluation earlier than this date.

GSA shall provide for review at a level above the contracting officer (i.e., contracting director) to consider any disagreement between GSA and the contractor regarding GSA's evaluation of the contractor. Based on the review, the individual at a level above the contracting officer will issue the ultimate conclusion on the performance evaluation.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file.

III.H. Safeguarding and Dissemination of Controlled Unclassified Information (CUI) Building Information

Certain information contained in the Solicitation Documents may have been designated as Controlled Unclassified Information (CUI) building information. With respect to such information, Offerors shall agree to the terms for receipt of such information, as set forth in the provision "Administrative Matters" in Section III of the Agreement, as a condition of receipt of such information.

III.I. INFORM

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

This solicitation is part of GSA's post award communication process called INFORM. The process is designed to enhance the quality and usefulness of **post-award** communications by providing greater transparency and openness into the procurement process. INFORM seeks to increase GSA-industry communication by providing clearer and more complete information to explain the award decision.

Through the INFORM process, GSA will seek to share additional information with offerors in writing and/or through an oral feedback meeting[1] that is not required by statute or regulation. For Part 15 including mandatory debriefs and Part 16, and in addition to any information required by FAR Part 15 (GSA Class Deviation RFO-2025-15), GSA is providing each offeror with the opportunity to participate in the INFORM process as further discussed below.

[1] The oral feedback meeting may be held in person or via an electronic means.

B. Detailed Description of the INFORM Process

B.1. Component 1 - Notification of Award

After award and in accordance with any post-award notification timeframes required by regulation (i.e., FAR 15.207-2(b) (GSA Class Deviation RFO-2025-15) and 16.507-5(c) (GSA Class Deviation RFO-2025-16)), the contracting officer will issue written notices to the successful and unsuccessful offerors (the Notification Letter and Evaluation Statement (NLES)). The notices will contain:

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

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

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

- submit a written request to the contracting officer for an oral feedback meeting;
- submit a list of written questions to the contracting officer; or
- take no further action.

If the offeror timely elects to request an oral feedback meeting or submit a list of written questions, GSA will consider any such request to constitute a required debriefing pursuant to FAR 15.301 (GSA Class Deviation RFO-2025-15). If an offeror does not request an oral feedback meeting or submit a list of written questions within the three day time period, the receipt of the NLES concludes the INFORM process and satisfies the FAR requirement for debriefs pursuant to FAR 15.301 (GSA Class Deviation RFO-2025-15).

If the offeror submits a list of written questions in lieu of the oral feedback meeting, the contracting officer will attempt to respond within five business days of receipt of the written questions. Unless otherwise stated, the contracting officer's response to the written questions will conclude the INFORM process and any corresponding post-award debriefing as further set forth at FAR 15.301 (GSA Class Deviation RFO-2025-15).

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

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

B.3. Component 3 - Oral Feedback Meeting

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

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

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

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

Within two business days after the conclusion of the oral feedback meeting, the offeror may submit a list of written questions to the contracting officer. The contracting officer will provide a written response within five business days and, unless otherwise noted by the contracting officer, the INFORM process and any corresponding post-award debriefing as further set forth at FAR 15.301 (GSA Class Deviation RFO-2025-15) will have concluded.

If the offeror elects not to submit a list of written questions within two days after the oral feedback meeting, the INFORM process and any corresponding post-award debriefing as further set forth at FAR 15.301 (GSA Class Deviation RFO-2025-15)is concluded.

IV. FAR/GSAR Solicitation Provisions

FAR 52.209-7 Information Regarding Responsibility Matters. (NOV 2025) (GSA Class Deviation RFO-2025-09)

(a) Definitions. As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings,

and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror □ has □ does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in–

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could

have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

B. (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

(End of Provision)

FAR 52.209-13 Violation of Arms Control Treaties or Agreements-Certification (NOV 2025) (GSA Class Deviation RFO-2025-09)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

__ (1) The Offeror certifies that–

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual

report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

__ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in

the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has

(i) Waived application under 22 U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

FAR 52.216-1 Type of Contract (NOV 2025) (GSA Class Deviation RFO-2025-16)

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

(End of Provision)

FAR 52.222-5 Construction Wage Rate Requirements—Secondary Site of the Work (NOV 2025) (GSA Class Deviation RFO-2025-22)

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

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

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

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

(End of provision)

52.222-90 Addressing DEI Discrimination by Federal Contractors.

ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION NOVEMBER 3, 2025)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of provision)

Buy American Requirements

52.225-11 Buy American-Construction Materials under Trade Agreements (Sept. 2025) (GSA Class Deviation RFO-2025-25).

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

Caribbean Basin country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is–

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if—

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029.

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of

the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Free Trade Agreement country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials. (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C.1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

[*Contracting Officer to list applicable excepted materials or indicate "none"*]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable.

(A) *For domestic construction material that is not a critical item or does not contain critical components*. *(1)* The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received,

and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(A)*(1)* of this clause.

(3) The procedures in paragraph (b)(4)(i)(A)*(2)* of this clause will no longer apply as of January 1, 2030.

(B) *For domestic construction material that is a critical item or contains critical components*. *(1)* The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(B)*(1)* of this clause.

(3) The procedures in paragraph (b)(4)(i)(B)*(2)* of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute. (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item1			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item1			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued*)].

[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]

[*Include other applicable supporting information.*]

(End of clause)

52.225-12 Notice of Buy American Requirement-Construction Materials Under Trade Agreements.

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign

construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

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

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FARclause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction

material. An offer based on use of the foreign construction material for which an exception was requested-

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

(ii) May be accepted if revised during negotiations.

(End of Provision)

Buy American Exceptions

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

FAR 52.233-2 Service of Protest (NOV 2025) (GSA Class Deviation RFO-2025-33)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

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

(End of provision)

FAR 52.240-90 Security Prohibitions and Exclusions Representations and Certifications (NOV 2025) (GSA Class Deviation RFO-2025-09)

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

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) Procedures.

(1) Covered telecommunications and video surveillance. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) at https://www.sam.gov for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(2) FASCSA Orders.

(i) The Offeror shall search in SAM for the phrase “FASCSA order” for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

(iii) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(c) Covered telecommunications equipment or services representations. By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror’s possession but does not need to include an internal or third-party audit)—

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) FASCSA Representation. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror’s possession but does not need to include an internal or third-party audit.

(e) Sudan certification. By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror’s possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) Iran Representation and Certifications.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) Disclosure.

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions undertaken or recommended.

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) Executive agency review of disclosures. The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

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

Federal Acquisition Regulation

(End of Provision)

The following provisions are incorporated by reference:

NUMBER	TITLE	DATE
52.204-7 (GSA Class Deviation RFO-2025-04)	System for Award Management–Registration	NOV 2025
52.214-34	Submission of Offers in the English Language	APR 1991

NUMBER	TITLE	DATE
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.219-4 (GSA Class Deviation RFO-2025-19)	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	NOV 2025

GSAR Clause 552.102 Incorporating Provisions and Clauses

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

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

(a) Deviations to FAR provisions. This solicitation identifies any authorized deviation to a Federal Acquisition Regulation (FAR) (48 CFR chapter 1) provision by—

(1) The addition of "(DEVIATION)" after the date of the FAR provision when an authorized deviation to a FAR provision is being used, and

(2) The addition of "(DEVIATION FAR (provision number))" after the date of the GSAR provision when a GSAR provision is being used in lieu of a FAR provision.

(b) Deviations to GSAR provisions. This solicitation identifies any authorized deviation to a General Services Administration Acquisition Regulation (GSAR) (48 CFR chapter 5) provision by the addition of "(DEVIATION)" after the date of the provision.

(c) "Substantially the same as" provisions. Changes in wording of provisions prescribed for use on a "substantially the same as" basis are not considered deviations.

Small Business Subcontracting Plan

A Small Business Subcontracting Plan, as required under FAR 52.219-9 (GSA Class Deviation RFO-2025-19), is required to be submitted with offers. An Individual Model Subcontracting Plan has been provided for reference.

Project Labor Agreement (PLA)

52.222-33 Notice of Requirement for Project Labor Agreement. (GSA Class Deviation RFO-2026-22)

Notice of Requirement for Project Labor Agreement (Deviation October 28, 2025 UPDATE: April 20, 2026)

(a) Definitions. As used in this provision, the following terms are defined in clause 52.222-34, Project Labor Agreement, of this solicitation "construction," "labor organization," "large-scale construction project," and "project labor agreement."

Alternate II (Deviation October 28, 2025 UPDATE: April 20, 2026). As prescribed in 22.502-3(a)(3),

(b) If awarded the contract, the Offeror must—

(1) Negotiate or become a party to a project labor agreement with one or more labor organizations for the term of the resulting construction contract; and

(2) Require its subcontractors to become a party to the resulting project labor agreement.

(End of Provision)

The requirements of 52.222-33 Alt II is supplemented as follows:

(a) The project labor agreement reached pursuant to FAR 52.222-33 Alt II shall supersede the terms of any other collective bargaining agreement that conflict with the terms of such project labor agreement.
(b) Within 30 days following receipt of written notification to the successful awardee by the Contracting Officer, the successful awardee shall furnish the Contracting Officer with a copy of an executed project labor agreement that meets the requirements of this Section. Notice to proceed will not proceed without an executed project labor agreement.

Requiring Certified Cost or Pricing Data [FAR 15.403] (GSA Class Deviation RFO-2025-15)

In accordance with FAR 15.403-2 (GSA Class Deviation RFO-2025-15) - Contracting officers must not require certified cost or pricing data to support any contracts, subcontracts, or modifications when the contracting officer determines that prices agreed upon are based on adequate price competition. GSA does not expect that it will require certified cost or pricing data.

Additional Provisions

(i) **GSAR 552.236-74, Evaluation of Options (Mar 2019)** *The Government will evaluate offers for award purposes by adding the total price for all options to the total price*

for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(ii) GSAR Clause 552.236-77, Government's Right to Exercise Options (Mar 2019)

(a)The Government may exercise any option in writing in accordance with the terms and conditions of the contract no later than the substantial completion date of the base scope of work.

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

V. Instructions and Clauses

V.A. FAR 52.215-1 Instructions to Offerors – Competitive Acquisition (NOV 2025) (GSA Class Deviation RFO-2025-15)

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

In writing, *writing*, or *written* means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the request for proposal closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to material elements of a proposal made after the request for proposal closing date, at the request of or as allowed by a Contracting Officer, as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to requests for proposals*. If this request for proposal (RFP) is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this RFP by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.(1)(i) Proposals and modifications to proposals shall be—

(A) Submitted using the method and the format specified in the RFP;

(B) Addressed to the office specified in the RFP; and

(C) Showing the time and date specified for receipt, the RFP number, and the name and address of the offeror.

(ii) Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i)(B) and (C) of this provision.

(2) The first page of the proposal must show—

(i) The RFP number;

(ii) The name, address, and telephone number of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the RFP and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone number (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this RFP; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3)(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the RFP by the time specified in the RFP. If no time is specified in the RFP, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.(ii)(A) Any proposal, modification, or revision received at the Government office designated in the RFP after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the RFP, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the RFP, and urgent Government requirements preclude amendment of the RFP, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the RFP on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral RFPs may be withdrawn orally. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the RFP, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this RFP in English, unless otherwise permitted by the RFP, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the RFP.

(6) Offerors may submit modifications to their proposals at any time before the RFP closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this RFP will be valid for the number of days specified on the RFP cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this RFP to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the RFP.

(2) The Government may reject any or all proposals if such action is in the Government’s interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without negotiations with offerors (except clarifications as described in FAR 15.202(b)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct negotiations if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly evaluated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government’s best interest to do so.

(7) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(8) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(9) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(10) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weaknesses or deficiencies in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the RFP, applicable regulations, and other applicable authorities were followed by the agency.

(vii) For DoD contracts in excess of $10 million but not in excess of $100 million with a small business or nontraditional defense contractor (10 U.S.C. 3014), an option for the contractor to request disclosure of the agency's written source selection decision document, redacted to protect the confidential and proprietary information of other offerors for the contract award.

(viii) For award of a DoD contract in excess of $100 million, disclosure of the agency's written source selection decision document, redacted to protect the confidential and proprietary information of other offerors for the contract award.

(End of provision)

V.B. FAR 52.240-91 Security Prohibitions and Exclusions (NOV 2025) (GSA Class Deviation RFO-2025-40)

(a) Definitions. As used in this clause—

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

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

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

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

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

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

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

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

(i) Of that equipment; or

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

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

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

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

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

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., “Kaspersky”;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

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

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

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

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) Prohibitions on providing or using specific products or services in performance of contract. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

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

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

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) Procedures. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) Exemptions, exceptions, and waivers. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.

(1) Certain telecommunications and video surveillance equipment, systems, or services.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

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

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

(2) Office of Foreign Assets Control Restrictions.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) Sudan prohibition. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) Iran prohibitions.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) Governmentwide exclusion and removal orders.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) Reasonable inquiry. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) Removal of prohibited products and services. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any

necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) General report.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) New FASCSA orders report.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The

Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

VI. Method of Award

VI.A. Evaluation of Offers

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

(a) Past Experience
(b) Past Performance on Similar Projects
(c) Key Personnel Experience and Qualifications
(d) Management Approach

For purposes of this evaluation, Past Experience, Past Performance on Similar Projects, and Key Personnel Experience and Qualifications are of equal importance, with Management Approach being more important than the other factors.

(2) Non-Price Factors, when combined, are significantly more important than Total Evaluated Price.

(3) The Government intends to use the trade-off process in selecting an offer that is most advantageous to the Government. The trade-off process is a method of evaluating price and other factors as specified in the solicitation to select the offer that provides the best value to the Government. The process permits trade-offs among price and technical factors. Because the trade-off process allows award to the offer that provides the government with the best value, it

allows the government to accept other than the highest technically rated offer and other than the lowest priced offer. Technical evaluation factors other than cost or price, when combined are significantly higher to cost or price. Proposals will be arrayed in accordance to technical ratings and prices.

The Government intends to evaluate proposals and award a contract without negotiations with offerors (except clarifications as described in FAR 15.202(a)(2)(GSA Class Deviation RFO-2025-15)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct negotiations if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly evaluated proposals.

The evaluation process will be conducted by the Source Selection Evaluation Board (SSEB) and managed by the Contracting Officer in accordance with FAR Subpart 15.2 – Evaluation and Award (GSA Class Deviation RFO-2025-15) and the approved Source Selection Plan.

(4) To the extent consistent with law, GSA may use artificial intelligence tools to assist in its review of proposals and/or documentation of evaluations.

VI.B. Determination of Responsibility

In order to be considered responsible, an Offeror must demonstrate that it meets the requirements of FAR 9.104-1 (GSA Class Deviation RFO-2025-09). The Contracting Officer's determination of an Offeror's responsibility or non-responsibility may be based upon any information obtained by the Contracting Officer, and is independent of the evaluation of offers set forth herein.

VI.C. Price Analysis and Price Realism Analysis

(1) The Contracting Officer will use Price Analysis to analyze the Offeror’s proposal to ensure that the final agreed-to-price is fair and reasonable. In performing Price Analysis, the Contracting Officer may use, singly or in combination with others, the analytical techniques described in FAR 15.404-1 (GSA Class Deviation RFO-2025-15), to ensure that the final price is fair and reasonable. The Contracting Officer may request the advice and assistance of other experts to ensure that appropriate Price Analysis is performed.

(2) In addition, the Contracting Officer will use Price Realism Analysis in conjunction with the evaluation of the offeror’s non-price factors to measure an Offeror's understanding of the requirements and to assess the risk inherent in an Offeror's proposal. Accordingly, Offerors are

advised that a business decision to submit significantly low pricing will be considered as reflecting on their understanding or the risk associated with their proposals. Price Realism Analysis will **not** be used for the purpose of determining the probable cost to the Government.

VI.D. Unbalanced Prices

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

VI.E. Total Evaluated Price

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s). Total Evaluated Price shall be calculated using the prices indicated in the Price Proposal, using the following information:

0001	Area A (Base)	1	LS	
0002	Generator Work (Option 1)	1	LS	
0003	Area B (Option 1)	1	LS	
0004	Additive Cost for Shallow Concrete Repair Detail S1 - Overhead /Vertical	100	SF	
0005	Additive Cost for Deep Concrete Repair Detail S2 (Top Side)	75	SF	
0006	Additive Cost for Deep Concrete Repair Detail S2 (Overhead)	300	SF	
0007	Additive Cost for Full Concrete Curb Repair Detail S3	100	SF	
0008	Additive Cost for Full Depth Concrete Repair Detail	200	SF	

0009	Additive Cost for Existing Limestone Panel Crack Repair	100	LF	
0010	Additive Cost for Existing Granite Panel Crack Repair	50	LF	
	Total Evaluated Price is the Sum of CLIN 0001 through 0010:			

VI.F. Non-Price Factors

Factor A – Past Experience
This factor evaluates the extent to which the Offeror has demonstrated relevant experience performing construction projects similar in scope, size, complexity, and operational environment to the AFRH Sheridan Building Renovation. The Government will assess the breadth, depth, and relevance of the Offeror's experience as a prime General Construction contractor, with particular emphasis on experience managing large, complex renovation projects in occupied facilities. Greater consideration will be given to experience that most closely aligns with the requirements and challenges of this solicitation.

Factor B – Past Performance on Similar Projects
This factor evaluates the quality of the Offeror's performance on the projects submitted under Factor A. The Government will assess how well the Offeror performed in meeting contract requirements, including schedule, cost control, quality of workmanship, management effectiveness, and responsiveness to issues. Past performance information will be evaluated to determine the Government's level of confidence in the Offeror's ability to successfully perform the required work.

Factor C – Key Personnel Experience and Qualifications
This factor evaluates the experience, qualifications, and suitability of the Offeror's proposed key personnel whose roles are critical to successful contract performance. The Government will assess whether the proposed personnel possess relevant experience on projects similar in scope, size, and complexity, as well as the technical expertise, leadership capability, and availability necessary to effectively execute the project. The evaluation will consider the overall strength and cohesiveness of the proposed key personnel team.

Factor D – Management Approach
This factor evaluates the extent to which the Offeror demonstrates a clear, practical, and project-specific approach to planning, organizing, and managing all aspects of contract performance. The Government will assess the Offeror's proposed methods for staffing, subcontractor coordination, scheduling, risk management, quality control, and execution of work within an occupied facility. Emphasis will be placed on approaches that

demonstrate a strong understanding of the project’s complexity and present effective, realistic strategies tailored to this specific renovation.

VI.G. Evaluation of Joint Venture Offerors

In the evaluation of responsibility and non-price factors, information submitted for a party to the joint venture will only be evaluated to the extent that the terms of the joint venture agreement do not limit such party's performance or financial obligations as a party to the Contract contemplated by this Solicitation.

"General Decision Number: DC20260002 05/18/2026

State: District of Columbia

Construction Types: Building

Counties: District of Columbia Counties of
Washington, D.C.

Modification Number	Publication Date
2	01/16/2026
3	05/18/2026

ASBE0024-007 10/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (INCLUDES THE APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS, COATINGS AND FINISHES TO ALL TYPES OF MECHANICAL SYSTEMS) A. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY,THE DAY AFTER THANKSGIVING AND CHRISTMAS DAY PROVIDED THE EMPLOYEE WORKS THE REGULAR WORK DAY BEFORE AND AFTER THE PAID HOLIDAY..	$ 40.77	20.17

ASBE0024-008 10/01/2024

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER INCLUDES PREPARATION, WETTING, STRIPPING, REMOVAL, SCRAPPING, VACUUMING, BAGGING AND DISPOSING OF ALL INSULATION MATERIALS, WHETHER THEY CONTAIN ASBESTOS OR NOT, FROM MECHANICAL SYSTEMS A. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY,THE DAY AFTER THANKSGIVING AND CHRISTMAS DAY PROVIDED THE EMPLOYEE WORKS THE REGULAR WORK DAY BEFORE AND AFTER THE PAID HOLIDAY..	$ 24.46	10.19

ASBE0024-014 10/01/2024

	Rates	Fringes
FIRESTOPPER INCLUDES THE APPLICATION OF MATERIALS OR DEVICES WITHIN OR AROUND PENETRATIONS AND OPENINGS IN ALL RATED WALL OR FLOOR ASSEMBLIES, IN ORDER TO PREVENT THE PASAGE OF FIRE, SMOKE OF OTHER GASES. THE APPLICATION INCLUDES ALL COMPONENTS INVOLVED IN CREATING THE RATED BARRIER AT PERIMETER SLAB EDGES AND EXTERIOR CAVITIES, THE HEAD OF GYPSUM BOARD OR CONCRETE WALLS, JOINTS BETWEEN RATED WALL OR FLOOR COMPONENTS, SEALING OF PENETRATING ITEMS AND BLANK OPENINGS. A. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,		

VETERANS' DAY, THANKSGIVING DAY,THE DAY AFTER
THANKSGIVING AND CHRISTMAS DAY PROVIDED THE
EMPLOYEE WORKS THE REGULAR WORK DAY BEFORE AND
AFTER THE PAID HOLIDAY.....$ 30.21 10.43

BRDC0001-002 04/27/2025

	Rates	Fringes
BRICKLAYER	$ 38.80	15.17

CARP0197-011 05/01/2024

	Rates	Fringes
CARPENTER: INCLUDES DRYWALL HANGING, FORM WORK, AND SOFT FLOOR LAYING-CARPET	$ 34.41	14.33

CARP0219-001 05/01/2025

	Rates	Fringes
MILLWRIGHT	$ 39.50	17.32

CARP0474-006 05/01/2024

	Rates	Fringes
PILEDRIVERMAN	$ 36.60	14.47

ELEC0026-016 06/02/2025

	Rates	Fringes
ELECTRICIAN: INCLUDES INSTALLATION OF HVAC/TEMPERATURE CONTROLS	$ 59.50	23.06

ELEC0026-017 09/01/2025

	Rates	Fringes
ELECTRICAL INSTALLER (SOUND & COMMUNICATION SYSTEMS) SCOPE OF WORK: INCLUDES LOW VOLTAGE CONSTRUCTION, INSTALLATION, MAINTENANCE AND REMOVAL OF TELEDATA FACILITIES (VOICE, DATA AND VIDEO) INCLUDING OUTSIDE PLANT, TELEPHONE AND DATA INSIDE WIRE, INTERCONNECT, TERMINAL EQUIPMENT, CENTRAL OFFICES, PABX, FIBER OPTIC CABLE AND EQUIPMENT, RAILROAD COMMUNICATIONS, MICRO WAVES, VSAT, BYPASS, CATV, WAN (WIDE AREA NETWORKS), LAN (LOCAL AREA NETWORKS) AND ISDN (INTEGRATED SYSTEMS DIGITAL NETWORK). WORK EXCLUDED: THE INSTALLATION OF COMPUTER SYSTEMS IN INDUSTRIAL APPLICATIONS SUCH AS ASSEMBLY LINES, ROBOTICS AND COMPUTER CONTROLLER MANUFACTURING SYSTEMS. THE INSTALLATION OF CONDUIT AND/OR RACEWAYS SHALL BE INSTALLED BY INSIDE WIREMEN. ON SITES WHERE THERE IS NO INSIDE WIREMAN EMPLOYED, THE TELEDATA TECHNICIAN MAY INSTALL RACEWAY OR CONDUIT NOT GREATER THAN 10 FEET. FIRE ALARM WORK IS EXCLUDED ON ALL NEW CONSTRUCTION SITES OR WHEREVER THE FIRE ALARM SYSTEM IS INSTALLED IN CONDUIT. ALL HVAC CONTROL WORK	$ 34.16	13.54

ELEV0010-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC A. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, CHRISTMAS DAY AND THE FRIDAY AFTER THANKSGIVING. B. VACATIONS: EMPLOYER CONTRIBUTES 8% OF BASIC HOURLY RATE FOR 5		

```
YEARS OR MORE OF SERVICE; 6% OF BASIC HOURLY RATE
FOR 6 MONTHS TO 5 YEARS OF SERVICE AS VACATION PAY
CREDIT.............................................$ 57.16                  38.44
----------------------------------------------------------------

 IRON0005-005 06/01/2024
                                                     Rates                  Fringes
IRONWORKER: STRUCTURAL AND ORNAMENTAL...............$ 37.86                  25.86
----------------------------------------------------------------

 IRON0005-012 05/01/2024
                                                     Rates                  Fringes
IRONWORKER, REINFORCING............................$ 31.88                  23.78
----------------------------------------------------------------

 LABO0011-009 06/01/2025
                                                     Rates                  Fringes
LABORER:  SKILLED..................................$ 30.47                   8.70
----------------------------------------------------------------

 MARB0002-004 04/27/2025
                                                     Rates                  Fringes
MARBLE/STONE MASON  INCLUDING POINTING, CAULKING
AND CLEANING OF ALL TYPES OF MASONRY, BRICK, STONE
AND CEMENT EXCEPT POINTING, CAULKING, CLEANING OF
EXISTING MASONRY, BRICK, STONE AND CEMENT
(RESTORATION WORK).................................$ 45.65                  21.21
----------------------------------------------------------------

 MARB0003-006 04/27/2025
                                                     Rates                  Fringes
TERRAZZO WORKER/SETTER.............................$ 34.34                  14.20
----------------------------------------------------------------

 MARB0003-007 04/27/2025
                                                     Rates                  Fringes
TERRAZZO FINISHER..................................$ 28.85                  12.55
----------------------------------------------------------------

 MARB0003-008 04/27/2025
                                                     Rates                  Fringes
TILE SETTER........................................$ 34.34                  14.20
----------------------------------------------------------------

 MARB0003-009 04/27/2025
                                                     Rates                  Fringes
TILE FINISHER......................................$ 28.85                  12.55
----------------------------------------------------------------

 PAIN0051-014 06/01/2025
                                                     Rates                  Fringes
GLAZIER: GLAZING CONTRACTS $2 MILLION AND UNDER.....$ 32.41                  14.46
GLAZIER (GLAZING CONTRACTS OVER $2 MILLION).........$ 36.65                  14.46
----------------------------------------------------------------

 PAIN0051-015 06/01/2025
                                                     Rates                  Fringes
PAINTER: BRUSH, ROLLER, SPRAY AND DRYWALL FINISHER..$ 29.16                  11.86
----------------------------------------------------------------

 PLAS0891-005 07/01/2025
                                                     Rates                  Fringes
PLASTERER (INCLUDING FIREPROOFING).................$ 32.86                  10.46
----------------------------------------------------------------
```

```
 PLAS0891-006 03/01/2025
                                                    Rates                  Fringes
CEMENT MASON/CONCRETE FINISHER.....................$ 30.50                 14.23
---------------------------------------------------------------

 PLUM0005-010 08/01/2025
                                                    Rates                  Fringes
PLUMBER  A. PAID HOLIDAYS:  LABOR DAY, VETERANS'
DAY, THANKSGIVING DAY AND THE DAY AFTER
THANKSGIVING, CHRISTMAS DAY, NEW YEAR'S DAY, MARTIN
LUTHER KING'S BIRTHDAY, MEMORIAL DAY AND THE FOURTH
OF JULY............................................$ 53.30                 23.71
---------------------------------------------------------------

 PLUM0602-008 08/01/2025
                                                    Rates                  Fringes
PIPEFITTER: INCLUDES  HVAC PIPE INSTALLATION    A.
PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING'S
BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR
DAY, VETERANS' DAY, THANKSGIVING DAY AND THE DAY
AFTER THANKSGIVING AND CHRISTMAS DAY...............$ 55.00                 24.46
---------------------------------------------------------------

 ROOF0030-016 07/01/2025
                                                    Rates                  Fringes
ROOFER.............................................$ 36.26                 14.91
---------------------------------------------------------------

 SFDC0669-002 01/01/2026
                                                    Rates                  Fringes
SPRINKLER FITTER (FIRE SPRINKLERS).................$ 45.22                 27.69
---------------------------------------------------------------

 SHEE0100-015 11/01/2025
                                                    Rates                  Fringes
SHEET METAL WORKER: INCLUDING HVAC DUCT
INSTALLATION  A. PAID HOLIDAYS: NEW YEAR'S DAY,
MARTIN LUTHER KING'S BIRTHDAY, MEMORIAL DAY,
INDEPENDENCE DAY, LABOR DAY, VETERANS DAY,
THANKSGIVING DAY AND CHRISTMAS DAY.................$ 53.42                 23.20
---------------------------------------------------------------

 SUDC2009-003 05/19/2009
                                                    Rates                  Fringes
POINTER, CAULKER, CLEANER, INCLUDES POINTING,
CAULKING, CLEANING OF EXISTING MASONRY, BRICK,
STONE AND CEMENT STRUCTURES (RESTORATION WORK);
EXCLUDES POINTING, CAULKING, CLEANING OF NEW OR
REPLACEMENT   MASONRY, BRICK, STONE OR CEMENT.......$ 18.88                  0.00
LABORER: MASON TENDER FOR POINTING, CAULKING,
CLEANING OF EXISTING MASONRY, BRICK, STONE AND
CEMENT STRUCTURES (RESTORATION WORK); EXCLUDES
POINTING, CAULKING AND CLEANING OF NEW OR
REPLACEMENT MASONRY, BRICK, STONE AND CEMENT........$ 11.67                  0.00
LABORER:  MASON TENDER - CEMENT/CONCRETE............$ 15.40                  2.85
LABORER:  COMMON OR GENERAL........................$ 13.04                  2.80
---------------------------------------------------------------

-------------------------------------------------------------------------------------------------------
WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
===============================================================
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
```

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ⍰SU⍰, ⍰UAVG⍰, ⍰SA⍰, or ⍰SC⍰ denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ⍰SU⍰ identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

⍰SU⍰ wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ⍰SA⍰ identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ⍰SA⍰ identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

```
            Branch of Wage Surveys
            Wage and Hour Division
            U.S. Department of Labor
            200 Constitution Avenue, N.W.
            Washington, DC 20210
Regarding any other wage determination matter such as
conformance decisions, requests for initial decisions should be
directed to the WHD Branch of Construction Wage Determinations.
Requests can be submitted via email to BCWD-Office@dol.gov or
by mail to:
            Branch of Construction Wage Determinations
            Wage and Hour Division
            U.S. Department of Labor
            200 Constitution Avenue, N.W.
            Washington, DC 20210
2) If an initial decision has been issued, then any interested
party (those affected by the action) that disagrees with the
decision can request review and reconsideration from the Wage
and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Requests for review and reconsideration can be submitted via
email to dba.reconsideration@dol.gov or by mail to:
            Wage and Hour Administrator
            U.S. Department of Labor
            200 Constitution Avenue, N.W.
            Washington, DC 20210
The request should be accompanied by a full statement of the
interested party's position and any information (wage payment
data, project description, area practice material, etc.) that
the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board).  Write to:
            Administrative Review Board
            U.S. Department of Labor
            200 Constitution Avenue, N.W.
            Washington, DC 20210.
===============================================================
          END OF GENERAL DECISION
"
```

SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	47PB5226R0001	☐ SEALED BID *(IFB)* ☒ NEGOTIATED *(RFP)*	6/15/2026	1 5

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
	EQWPIA-24-0010	Kahua Project No. 24216

7. ISSUED BY CODE PQAB	8. ADDRESS OFFER TO
PBS Office of Acquisition Management/Capital Project Acquisition Delivery Division Capital Contracting Branch - East 1800 F Street NW Washington , DC 20405 USA	PQAB PBS Office of Acquisition Management/Capital Project Acquisition Delivery Division Capital Contracting Branch - East 1800 F Street NW Washington , DC 20405 USA

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	Robert Kramarik-Boyle	(312) 385-3000

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date)*

The Agreement
The Solicitation
Specifications and Statement of work for GSA Solicitation No. 47PB5226R0001 , Dated 01/09/2026
Construction Drawings for GSA Solicitation No. 47PB5226R0001 , Dated 01/09/2026
David Bacon Act Wage Determination DC20260002, Dated 05/18/2026
SF1442 and SF1442 Supplemental Pricing Sheet, Dated 06/15/2026

11. The contractor shall begin performance within 1 calendar days and complete it within 655 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** _____ ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
☒ YES ☐ NO	14

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 4:00 PM (EST) ***(hour)*** local time 7/23/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee ☒ is, ☐ is not required.

c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

d. Offers providing less than 200 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NUMBER *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14.)*
CODE FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)*

AMOUNTS ▶

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	20b. SIGNATURE	20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶	ITEM 27	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 3304(a) ( )
26. ADMINISTERED BY PQAB PBS Office of Acquisition Management/Capital Project Acquisition Delivery Division Capital Contracting Branch - East 1800 F Street NW Washington , DC 20405 USA		27. PAYMENT WILL BE MADE BY PBS PAYMENTS BRANCH -https://finance.ocfo.gsa.gov/ P.O. BOX 17181 https://finance.ocfo.gsa.gov/ FORT WORTH, TX 76102-0181 USA

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*		31a. NAME OF CONTRACTING OFFICER *(Type or print)* Timothy Novak	
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	Area A (Base) Provide all labor, material, equipment, testing and supervision required to perform Construction Services as General Contractor for AREA A (BASE) as described in the enclosed Construction Documents dated 01/09/2026 for the Armed Forces Retirement Home (AFRH), Sheridan Building Renovation Project. Deliverable PSC: Z2AA -- REPAIR OR ALTERATION OF OFFICE BUILDINGS Contract Type: Firm Fixed Price PoP: 02/19/2027 - 12/05/2028 Place of Performance: DC0527ZZ SOLDIERS&AIRMENS HM 3700 N CAPITOL ST NW WASHINGTON, DC 20317	1	LS	_____	_____
0002	Option 1 - Emergency Power System Provide all labor, material, equipment, testing and supervision required to perform Construction Services as General Contractor for Emergency Power System (Option 1) as described in the enclosed Construction Documents dated 01/09/2026 for the Armed Forces Retirement Home (AFRH), Sheridan Building Renovation Project. Deliverable PSC: Z2AA -- REPAIR OR ALTERATION OF OFFICE BUILDINGS Contract Type: Firm Fixed Price PoP: 02/19/2027 - 06/26/2030 Place of Performance: DC0527ZZ SOLDIERS&AIRMENS HM 3700 N CAPITOL ST NW WASHINGTON, DC 20317	1	LS	_____	_____
0003	Area B (Option 2) Provide all labor, material, equipment, testing and supervision required to perform Construction Services as General Contractor for AREA B (Option 2) as described in the enclosed Construction Documents dated 01/09/2026 for the Armed Forces Retirement Home (AFRH), Sheridan Building Renovation Project. Deliverable PSC: Z2AA -- REPAIR OR ALTERATION OF OFFICE BUILDINGS Contract Type: Firm Fixed Price PoP: 02/02/2029 - 06/26/2030 Place of Performance: DC0527ZZ SOLDIERS&AIRMENS HM 3700 N CAPITOL ST NW WASHINGTON, DC 20317	1	LS	_____	_____
0004	Additive Cost for Shallow Concrete Repair Detail S1 - Overhead /Vertical Unit Prices (refer to Spec. Section 012700) Deliverable	100	SF	_____	_____

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	PSC: Z2AA -- REPAIR OR ALTERATION OF OFFICE BUILDINGS Contract Type: Firm Fixed Price PoP: 02/19/2027 - 06/26/2030 Place of Performance: DC0527ZZ SOLDIERS&AIRMENS HM 3700 N CAPITOL ST NW WASHINGTON, DC 20317				
0005	Additive Cost for Deep Concrete Repair Detail S2 (Top Side) Unit Prices (refer to Spec. Section 012700) Deliverable PSC: Z2AA -- REPAIR OR ALTERATION OF OFFICE BUILDINGS Contract Type: Firm Fixed Price PoP: 02/19/2027 - 06/26/2030 Place of Performance: DC0527ZZ SOLDIERS&AIRMENS HM 3700 N CAPITOL ST NW WASHINGTON, DC 20317	75	SF	_____	_____
0006	Additive Cost for Deep Concrete Repair Detail S2 (Overhead) Unit Prices (refer to Spec. Section 012700) Deliverable PSC: Z2AA -- REPAIR OR ALTERATION OF OFFICE BUILDINGS Contract Type: Firm Fixed Price PoP: 02/19/2027 - 06/26/2030 Place of Performance: DC0527ZZ SOLDIERS&AIRMENS HM 3700 N CAPITOL ST NW WASHINGTON, DC 20317	300	SF	_____	_____
0007	Additive Cost for Full Concrete Curb Repair Detail S3 Unit Prices (refer to Spec. Section 012700) Deliverable PSC: Z2AA -- REPAIR OR ALTERATION OF OFFICE BUILDINGS Contract Type: Firm Fixed Price PoP: 02/19/2027 - 06/26/2030 Place of Performance: DC0527ZZ SOLDIERS&AIRMENS HM 3700 N CAPITOL ST NW WASHINGTON, DC 20317	100	SF	_____	_____
0008	Additive Cost for Full Depth Concrete Repair Detail Unit Prices (refer to Spec. Section 012700) Deliverable PSC: Z2AA -- REPAIR OR ALTERATION OF OFFICE BUILDINGS Contract Type: Firm Fixed Price PoP: 02/19/2027 - 06/26/2030 Place of Performance: DC0527ZZ SOLDIERS&AIRMENS HM 3700 N CAPITOL ST NW WASHINGTON, DC 20317	200	SF	_____	_____
0009	Additive Cost for Existing Limestone Panel Crack Repair Unit Prices (refer to Spec. Section 012700)	100	LF	_____	_____

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Deliverable PSC: Z2AA -- REPAIR OR ALTERATION OF OFFICE BUILDINGS Contract Type: Firm Fixed Price PoP: 02/19/2027 - 06/26/2030 Place of Performance: DC0527ZZ SOLDIERS&AIRMENS HM 3700 N CAPITOL ST NW WASHINGTON, DC 20317				
0010	Additive Cost for Existing Granite Panel Crack Repair Unit Prices (refer to Spec. Section 012700) Deliverable PSC: Z2AA -- REPAIR OR ALTERATION OF OFFICE BUILDINGS Contract Type: Firm Fixed Price PoP: 02/19/2027 - 06/26/2030 Place of Performance: DC0527ZZ SOLDIERS&AIRMENS HM 3700 N CAPITOL ST NW WASHINGTON, DC 20317	50	LF	_____	_____

Armed Forces Retirement Home - Sheridan Building Construction Services
Solicitation #47PB5226R0001

Cost Breakdown Sheet TOTALS

Item Description	
Base Bid - Area A	$ _____
Option 1 - Emergency Power System	$ _____
Option 2 - Area B (does NOT include Option 1)	$ _____
Unit Prices Total	$ _____
TOTAL BID PRICE	**$** _____

Armed Forces Retirement Home - Sheridan Building Construction Services
Solicitation #47PB5226R0001

Cost Breakdown Sheet

Base Bid Area A

Item Description	Material Costs	Labor Costs	Subtotal
Division 1 - General Requirements	$	$	$
Division 2 - Existing Conditions	$	$	$
Division 3 - Concrete	$	$	$
Division 4 - Masonry & Stone	$	$	$
Division 5 - Metals	$	$	$
Division 6 - Wood, Plastics and Composites	$	$	$
Division 7 - Thermal & Moisture Protection	$	$	$
Division 8 - Openings	$	$	$
Division 9 - Finishes	$	$	$
Division 10 - Specialties	$	$	$
Division 11 - Equipment	$	$	$
Division 12 - Furnishings	$	$	$
Division 14 - Special Construction / Conveying Equipment	$	$	$
Division 21 - Fire Suppression	$	$	$
Division 22 - Plumbing	$	$	$
Division 23 - Mechanical	$	$	$
Division 26 - Electrical	$	$	$
Division 27 - Communications	$	$	$
Division 28 - Electronic Safety & Security	$	$	$
Division 31 - Earthwork	$	$	$
Division 32 - Exterior Improvements	$	$	$
Division 33 - Utilities	$	$	$
Subtotal	$	$	$

General Contractor Overhead & Profit	$
Bond	$
Total Base Bid - Area A	$

Armed Forces Retirement Home - Sheridan Building Construction Services
Solicitation #47PB5226R0001

Cost Breakdown Sheet

Option 1 - Emergency Power System

Item Description	Material Costs	Labor Costs	Subtotal
Division 1 - General Requirements	$	$	$
Division 2 - Existing Conditions	$	$	$
Division 3 - Concrete	$	$	$
Division 4 - Masonry & Stone	$	$	$
Division 5 - Metals	$	$	$
Division 6 - Wood, Plastics and Composites	$	$	$
Division 7 - Thermal & Moisture Protection	$	$	$
Division 8 - Openings	$	$	$
Division 9 - Finishes	$	$	$
Division 10 - Specialties	$	$	$
Division 11 - Equipment	$	$	$
Division 12 - Furnishings	$	$	$
Division 14 - Special Construction / Conveying Equipment	$	$	$
Division 21 - Fire Suppression	$	$	$
Division 22 - Plumbing	$	$	$
Division 23 - Mechanical	$	$	$
Division 26 - Electrical	$	$	$
Division 27 - Communications	$	$	$
Division 28 - Electronic Safety & Security	$	$	$
Division 31 - Earthwork	$	$	$
Division 32 - Exterior Improvements	$	$	$
Division 33 - Utilities	$	$	$
Subtotal	$	$	$

General Contractor Overhead & Profit	$
Bond	$
Total Option 1 - Emergency Power System	$

Armed Forces Retirement Home - Sheridan Building Construction Services
Solicitation #47PB5226R0001

Cost Breakdown Sheet

Option 2 - Area B

Item Description	Material Costs	Labor Costs	Subtotal
Division 1 - General Requirements	$	$	$
Division 2 - Existing Conditions	$	$	$
Division 3 - Concrete	$	$	$
Division 4 - Masonry & Stone	$	$	$
Division 5 - Metals	$	$	$
Division 6 - Wood, Plastics and Composites	$	$	$
Division 7 - Thermal & Moisture Protection	$	$	$
Division 8 - Openings	$	$	$
Division 9 - Finishes	$	$	$
Division 10 - Specialties	$	$	$
Division 11 - Equipment	$	$	$
Division 12 - Furnishings	$	$	$
Division 14 - Special Construction / Conveying Equipment	$	$	$
Division 21 - Fire Suppression	$	$	$
Division 22 - Plumbing	$	$	$
Division 23 - Mechanical	$	$	$
Division 26 - Electrical	$	$	$
Division 27 - Communications	$	$	$
Division 28 - Electronic Safety & Security	$	$	$
Division 31 - Earthwork	$	$	$
Division 32 - Exterior Improvements	$	$	$
Division 33 - Utilities	$	$	$
Subtotal	$	$	$

General Contractor Overhead & Profit	$
Bond	$
Total Option 2 - Area B	$

Armed Forces Retirement Home - Sheridan Building Construction Services
Solicitation #47PB5226R0001

Cost Breakdown Sheet

Unit Prices (refer to Spec. Section 012700)

No.	Item Description	Units	Cost/SF	Total
1	Additive Cost for Shallow Concrete Repair Detail S1 - Overhead /Vertical	100	$_____/SF	$_____
2	Additive Cost for Deep Concrete Repair Detail S2 (Top Side)	75	$_____/SF	$_____
3	Additive Cost for Deep Concrete Repair Detail S2 (Overhead)	300	$_____/SF	$_____
4	Additive Cost for Full Concrete Curb Repair Detail S3	100	$_____/SF	$_____
5	Additive Cost for Full Depth Concrete Repair Detail	200	$_____/SF	$_____
6	Additive Cost for Existing Limestone Panel Crack Repair	100	$_____/LF	$_____
7	Additive Cost for Existing Granite Panel Crack Repair	50	$_____/LF	$_____
			Total	$_____

Armed Forces Retirement Home - Sheridan Building Construction Services
Solicitation #47PB5226R0001

Cost Breakdown Sheet

Tariff Implications

The General Services Administration (GSA) is seeking to ascertain the impacts of recent trade policies and resultant tariff adjustments on material costs within the construction industry.

Vendors are requested to specify which Divisions have been affected by tariffs and to provide the corresponding percentage by which prices were augmented to account for this impact. Only Divisions demonstrably impacted by tariffs should be cited.

This solicitation for information is strictly for informational purposes and shall not be utilized to effect alterations to the pricing stipulated in the Base Bid (Area A), Option (Emergency Power System or Area B), or Unit Prices Bid Sheets.

The provision of this data will not influence the following contractual provision:
FAR 52.229-3 (Federal, State, and Local Taxes): This standard clause in fixed-price contracts authorizes equitable adjustments for duties or tariffs "after-imposed" that were not incorporated into the initial bid submission.

Furthermore, the information furnished will not be employed as part of the source selection process.

The submission of this information is voluntary and does not constitute an element of any evaluation factor.

Item Description	**Material Percentage Increase**
Division 1 - General Requirements	_____
Division 2 - Existing Conditions	_____
Division 3 - Concrete	_____
Division 4 - Masonry & Stone	_____
Division 5 - Metals	_____
Division 6 - Wood, Plastics and Composites	_____
Division 7 - Thermal & Moisture Protection	_____
Division 8 - Openings	_____
Division 9 - Finishes	_____
Division 10 - Specialties	_____
Division 11 - Equipment	_____
Division 12 - Furnishings	_____
Division 14 - Special Construction / Conveying Equipment	_____
Division 21 - Fire Suppression	_____
Division 22 - Plumbing	_____
Division 23 - Mechanical	_____
Division 26 - Electrical	_____
Division 27 - Communications	_____
Division 28 - Electronic Safety & Security	_____
Division 31 - Earthwork	_____
Division 32 - Exterior Improvements	_____
Division 33 - Utilities	_____

Construction Contract for: **Armed Forces Retirement Home**

Sheridan Bldg Construction Services

The Agreement

Table of Contents

I. Project Information
- A. Project Summary
- B. The Contract
- C. Period Of Performance
- D. Work Conditions/Site Requirements
- E. Authorized Representatives
- F. Contract Liquidated Damages Rate
- G. Buy American Exceptions
- H. Statement of Work, Specifications, Drawings, Exhibits and Other Attachments

II. Prices
- A. Basis of Pricing
- B. Contract Price Form

III. Terms and Conditions
- A. Contractor Responsibilities
- B. Project Schedule
- C. Submittals
- D. Finality of Contract Modifications
- E. Liquidated Damages
- F. Insurance Requirements
- G. Order of Precedence
- H. Administrative Matters
- I. Non-Compliance with Contract Requirements
- J. Requirements for GSA Information Systems
- K. Options and Allowances
- L. Additional Terms and Conditions
  - i. GSAR 552.236-74, Evaluation of Options (Mar 2019)
  - ii. GSAR Clause 552.236-77, Government's Right to Exercise Options (Mar 2019)

IV. Contract Clauses
- A. Clauses Incorporated in Full Text
  1. FAR 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (GSA Class Deviation RFO-2025-23)
  2. FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items
  3. FAR 52.240-91 Security Prohibitions and Exclusions (GSA Class Deviation RFO-2025-40)
  4. GSAR 552.204-9 Personal Identity Verification Requirements (APR 2023)
  5. GSAR 552.252-6 Authorized Deviations in Clauses
  6. Buy American Requirements

7. FAR 52.228-11, Pledges of Assets
8. FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors
9. FAR 52.222-34 Project Labor Agreement.
10. FAR 52.219-14 Limitations on Subcontracting (GSA Class Deviation RFO-2025-19)
11. FAR 52.244-5, Competition in Subcontracting
12. FAR 52.222-90, Addressing DEI Discrimination by Federal Contractors
13. Additional Clauses

B. Clauses Incorporated by Reference

C. Subcontract Requirements

I. Project Information

I.A. Project Summary

The project involves the comprehensive renovation of The Sheridan Building, a residential facility located within the Armed Forces Retirement Home (AFRH) campus in Washington, DC.

The renovation's objective is to create an appealing residential building to effectively attract and retain future veteran retirees. Upon completion, the building is projected to contain approximately 354 residential spaces complemented by amenities. The resident rooms will range from 450 to 750 square feet and will include kitchenettes, ADA-compliant bathrooms, living space, and bedrooms (where applicable).

I.B. The Contract

(1) The Contract consists of the SF1442, the Agreement, the Statement of Work, Specifications, Drawings, Exhibits, Amendments, Modifications, and other Attachments identified herein (collectively, the Contract Documents). The Contract contains the entire agreement of the Parties, and no prior written or oral agreement, express or implied, shall be admissible to contradict or modify any part of the Contract.

(2) The Contractor shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution of the work described in and reasonably inferable from the Contract Documents (the Work), whether temporary or permanent. In consideration for, and upon condition of, the Contractor's completion of the Work, GSA shall pay the Contractor the price or prices established in Section II, subject to the terms and conditions set forth in this Contract.

I.C. Period of Performance

(1) Commencement. The Contractor shall commence performance within 1 days after the Contractor receives the Notice to Proceed (NTP).

(2) Substantial Completion. The Contractor shall achieve Substantial Completion of the Base Work, as that term is defined in this Agreement, no later than 655 calendar days from issuance of Notice to Proceed (NTP).

(3) In the event that Option 1, Emergency Power System is exercised on its own, a separate Notice to Proceed will be issued and 540 calendar days will be allocated to the work to be done concurrently with the base work.

(4) In the event Option 1, Emergency Power System and Option 2, Area B are exercised at the same time, an additional 540 calendar days will be added to the

contract period of performance following issuance of a separate Notice to Proceed in accordance with the Division 1 specification.

I.D. Work Conditions/Site Requirements

Refer to Division 1 specification for guidance

I.E. Authorized Representatives

(1) This Contract is between the United States of America, acting by and through the Administrator of General Services (GSA), and the Contractor (the Parties). References in this Contract to "the Owner" or "the Government" shall be understood to refer to GSA. The following individual is designated as the only authorized GSA representative under this Contract, unless other warranted contracting officers are designated in writing:

Authorized Representative Information:
Contracting Officer's Information
Name: Timothy Novak
Address: 230 South Dearborn Street, Room 3600, Chicago, Illinois 60604-1702
Telephone: (773) 590-2850
Email: timothy.novak@gsa.gov
Alternate POC Information
Name: Robert "Mickey" Kramarik-Boyle
Address: 230 South Dearborn Street, Room 3600, Chicago, Illinois 60604-1702
Telephone: (312)385-3000
Email: robert.kramarik-boyle@gsa.gov

(2) For the applicable authorities and limitations see Section IV of this Agreement, GSAR 552.236-70.

I.F. Contract Liquidated Damages Rate

In accordance with GSAR 552.211-12, Liquidated Damages – Construction, in Section IV of this Agreement, liquidated damages shall be calculated at the rate of $9,238.00 per calendar day.

I.G. Buy American Exceptions

For the applicable Buy American clause and any exceptions, see Section IV of this Agreement, GSAR 552.236-70.

I.H. Statement of Work, Specifications, Drawings, Exhibits, and Other Attachments

The following documents are incorporated by reference into this Contract.

1. The Agreement, Dated June 15, 2026
2. The Solicitation, Dated June 15, 2026
3. Specifications and Statement of work for GSA Solicitation No. 47PB5226R0001 , Dated January 9, 2026
4. Construction Drawings for GSA Solicitation No. 47PB5226R0001 , Dated January 9, 2026
5. David Bacon Act Wage Determination DC20260002, Dated May 18, 2026
6. SF1442 and SF1442 Supplemental Pricing Sheet, Dated June 15, 2026

II. Prices

II.A. Basis of Pricing

(1) *Contract Prices*. All Contract prices set forth in this Section include all costs necessary to complete the work for which the price is established (e.g., Base Contract, Unit Price, Options) in accordance with the Contract Documents, including, but not limited to, the cost of work performed by subcontractors and consultants, indirect costs, fees, expenses, taxes, and profit.

(2) *Knowledge of Conditions Affecting Price*. FAR 52.236-3, Site Investigations and Conditions Affecting the Work (GSA Class Deviation RFO-2025-36), is incorporated by reference in this Contract. The Contractor shall be presumed to have established all prices with knowledge of general and local conditions that may affect the cost of Contract performance at the site where the Work is to be performed, to the extent that such information is reasonably obtainable.

(3) *Unit Prices and Allowances*. If any portion of the Work is to be performed on a unit price basis, the Unit Price shall include all costs of coordinating and incorporating the unit-priced portion of the Work into the Base Contract Work. The Contractor shall only be obligated to perform unit-priced work to the extent that an Allowance has been established. The Contractor shall be obligated to perform such work in excess of a unit quantity for which an Allowance is established only if directed by the Contracting Officer in writing. The Contractor shall be bound to the unit price or prices set forth herein in all equitable adjustments for changes including unit priced work, and no markups shall be applied to such unit prices.

(4) *Options*. If any portion of the Work is to be performed upon the timely exercise of an Option, the Option Price shall include all costs of coordinating and incorporating the

Option-priced portion of the Work into the Base Contract Work. An adjustment to the Contract price for such additional work shall be computed solely on the basis of the Option price or prices set forth herein. Unless otherwise specified, all options may be exercised within 90 days of Contract award.

(5) *Bid Rates*. If this Contract includes Bid Rates to be used in determination of equitable adjustments (e.g., overhead, profit, daily rates for time-related costs), such rates shall be deemed to include all costs recoverable as components of an equitable adjustment consistent with the requirements, definitions, and exclusions applicable to equitable adjustments set forth in this Contract, and consistent with the Contractor's cost accounting practices. Unless otherwise specified, the bid rates shall be deemed to include only the Contractor's costs, and not the costs of any subcontractors.

II.B. Contract Price Form

Reference SF 1442 and breakout and division breakdown sheets.

III. Terms and Conditions

III.A. Contractor Responsibilities

GSAR 552.236-71, Contractor Responsibilities is located in Section IV.A. of this Agreement and is supplemented as follows:

(1) The Contractor shall secure and pay for all necessary permits and governmental fees, licenses, and inspections that are customarily secured after award of the Contract and that are legally required at the time of award. The Contractor shall provide a copy of the permits required for execution of the work to the Contracting Officer prior to commencement of any related work.

(2) GSAR 552.211-10, Commencement, Prosecution and Completion of Work is supplemented as follows:

The Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of the Work, as defined in GSAR 552.211-70 Substantial Completion (Mar 2019) and the time specified in Section I (Project Information), “Period of Performance” clause. If the Contract specifies different completion dates for different phases or portions of the Work, the Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of such phases or portions of the Work within the times specified.

III.B. Project Schedule

GSAR 552.236-15, Schedules for Construction Contracts is supplemented as follows:

(1) Within 15 calendar days of notice to proceed, the Contractor shall develop and provide a detailed schedule in widely used, commercially available software such as Microsoft Project and Primavera P6 for completion of all activities, tasks, and submissions required herein.

III.C. Submittals

FAR 52.236-21, Specifications and Drawings for Construction (GSA Class Deviation RFO-2025-36), and GSAR 552.236-72, Submittals located in Section IV.A. of the Agreement are supplemented as follows:

(1) The Contractor shall prepare and submit to the Contracting Officer shop drawings, samples, calculations, product information, mockups, and other submittals (collectively, "submittals") demonstrating compliance with Contract requirements for all Work components as specified elsewhere in this Contract.

III.D. Finality of Contract Modifications

As set forth elsewhere in this Contract, the Contractor is entitled to additional consideration under certain conditions, including the issuance of change orders. It is the Contractor's duty to include in proposals for equitable adjustment or other consideration all compensation to which it may be entitled, including cost and time. Unless otherwise explicitly stated in a modification to the Contract providing such consideration, adjustments to the Contract price or time agreed upon therein shall be deemed to provide all compensation to which the Contractor is entitled, and shall constitute final settlement of the Contractor's entitlement to compensation on account of the change or other condition giving rise to the modification.

III.E. Liquidated Damages

The Contractor acknowledges that time is of the essence for the performance of the Work, and that determining actual damages from delay would be extremely difficult and impractical. If the Contractor fails to achieve Substantial Completion of the Work in accordance with FAR 52.211-12, Liquidated Damages, GSAR 552.211-12, Liquidated Damages and within the time specified in this Contract, the Contractor shall be liable to the Government for liquidated damages at the rate specified in Section I (Project Information), paragraph entitled, "*Liquidated Damages Rate,*" for each calendar day following the required completion date that the Work is not Substantially Complete.

III.F. GSAR 552.228-5 Insurance Requirements

(1) The Contractor shall obtain and maintain for the entire life of the Contract, in addition to any insurance required by law, the following minimum kinds and amounts of insurance required pursuant to FAR clause 52.228-5, Insurance – Work on a Government Installation, and GSAR 552.228-5, Government as Additional Insured.

(a) Workers' compensation insurance in the amount required by the jurisdiction in which the Contract is performed. The Contractor shall obtain Employers' liability coverage of at least $2,000,000. If occupational diseases are not covered by workers' compensation insurance, Employers' liability coverage shall include occupational diseases.

(b) Broad form comprehensive commercial general liability insurance in the amount of at least $5,000,000 per occurrence. Such insurance shall include, but not be limited to, contractual liability, bodily injury and property damage.

(c) Comprehensive automobile liability covering the operation of all automobiles used in connection with performing the Contract in the amount of at least $1,000,000 per person and $2,500,000 per occurrence for bodily injury and $1,000,000 per occurrence for property damage.

(2) The Contractor shall require that the licensed design professionals it retains for the Project acquire and maintain professional liability insurance in the amount of $5,000,000 per claim and shall provide proof to the Contracting Officer.

(3) The Contractor shall promptly provide to the Contracting Officer proof that it has obtained insurance required by the Contract in the form of certificates of insurance. The Contractor shall submit to the Contracting Officer all renewal certificates issued during the life of this Contract immediately upon issuance.

III.G. Order of Precedence

Different requirements within this Contract shall be deemed inconsistent only if compliance with both cannot be achieved. In case of inconsistency between Contract Documents, the following order of precedence shall apply:

(1) Section IV of the Agreement

(2) Sections I, II, and III of the Agreement

(3) The Statement of Work

(4) The Specifications

(5) The Drawings

(6) Exhibits and Other Attachments

III.H. Administrative Matters

(1) *Project Meetings*. The Contractor shall attend a preconstruction conference and shall participate in regularly scheduled Project meetings.

(2) *Payments*. FAR clause 52.232-5, Payments under Fixed-Price Construction Contracts, is supplemented by GSAR 552.232-5 Payments under Fixed-Price Construction Contracts located in Section IV.A. of this Agreement. In accordance with the relevant FAR and GSAR clauses, GSA requires the following data be included with each invoice:

(a) Invoices shall be submitted electronically to the designated billing office specified in this Contract or in individual delivery/work. An electronic copy of the invoice shall be sent to the CO and COR as designated after award.

(b) Invoices must include the Account Document Number (ADN) assigned at award.

(c) The Contractor shall submit the following information or documentation with each invoice:

(i) An updated Schedule of Values upon which the payment request is based.

(ii) GSA Form 2419, Certification of Progress Payments Under Fixed-Price Construction Contract.

(iii) The payment terms applicable to the particular services rendered.

(vi) Confirmation that the Weekly Certified Payroll requirements from the previous billing period are current and up to date.

(v) An updated progress schedule.

(vi) An updated submittal register.

(vii) Progress Photos.

(viii) Daily reports requirements from the previous billing period are current and up to date.

(iv) Waste diversion report requirements from the previous billing period are current and up to date.

(3) *Prompt Payment*. In accordance with FAR clause 52.232-27, the period for payments is as follows:

(a) Progress Payments: 14 days

(b) Subsequent Subcontractor Payments: 7 days

(4) *Payment Information.* The General Services Administration (GSA) makes information on contract payments available electronically at Office of the Chief Financial Officer. The Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

(5) *Security Clearances.* Contractors shall comply with the following requirements pertaining to security clearances.

(a) All personnel performing work under the Contract on the Project site must obtain an Enter on Duty (EOD) determination before they will be granted access to the site.

(b) To obtain an EOD determination, Contractor shall submit for all such personnel fingerprints on Form SF87 and a completed Contractor Information Worksheet (CIW). Detailed information is available at Detailed information is available

at GSA Access Card. USAccess Credentialing Centers can be located at US Access Centers.

(c) In addition, all such personnel who will be on site 6 months or longer must apply for and receive clearance in accordance with Homeland Security Presidential Directive 12 (HSPD-12). See Section IV, *Contract Clauses*, GSAR 552.204-9.

(6) ***Safeguarding and Dissemination of Controlled Unclassified Information (CUI) Building Information***

This clause applies to all recipients of CUI building information (which falls within the CUI Physical Security category), including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

Marking CUI. Contractors must submit any contractor-generated documents that contain building information to GSA for review and identification of any CUI building information that may be included. In addition, any documents GSA identifies as containing CUI building information must be marked in accordance with the Order and the Marking Controlled Unclassified Information Handbook (the current version may be found at https://www.archives.gov/files/cui/20161206-cui-marking-handbook-v1-1.pdf) before the original or any copies are disseminated to any other parties. If CUI content is identified, the CO may direct the contractor, as specified elsewhere in this contract, to imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination, or authorized GSA employees may mark the documents.

1. Authorized recipients.

a. Building information designated as CUI must be protected with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information, as defined in 32 C.F.R. § 2002.4(bb). Those with such a Lawful Government Purpose may include Federal, state and local government entities, and non-governmental entities engaged in the conduct of business on behalf of or with GSA. Non-governmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as “active” in the System for Award Management (SAM) database at www.sam.gov, and have a Lawful Government Purpose to access such information. If a subcontractor is not registered in the SAM database and has a Lawful Government Purpose to possess CUI building information in furtherance of the contract, the subcontractor must provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor must keep this information related to the subcontractor for the duration of the contract and subcontract.

b. All GSA personnel and contractors must be provided CUI building information when needed for the performance of official Federal, state, and local government functions,

such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.

2. Dissemination of CUI building information:

a. By electronic transmission. Electronic transmission of CUI information outside of the GSA network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800- 171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by GSA policy.

b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.

> i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt. CUI markings must not appear on the exterior of packages.
>
> ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.

3. Record keeping. Contractors must maintain a list of all entities to which CUI is disseminated, in accordance with sections 2 and 3 of this clause. This list must include, at a minimum: (1) the name of the state, Federal, or local government entity, utility, or firm to which CUI has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the CUI building information, with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information; (3) contact information for the named individual; and (4) a description of the CUI building information provided. Once “as built” drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

4. Safeguarding CUI documents. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. GSA contractors and subcontractors must not take CUI building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a Lawful Government Purpose for access.

5. Destroying CUI building information. When no longer needed, CUI building information must either be returned to the CO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.

6. Notice of disposal. The contractor must notify the CO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 5 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term.

7. CUI security incidents. All improper disclosures or receipt of CUI building information must be immediately reported to the CO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

8. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

[End of clause]

III.I. Non-Compliance with Contract Requirements

In the event the Contractor, after receiving written notice from the Contracting Officer of non-compliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the Contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of Contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

III.J. Requirements for GSA Information Systems

III.K. Options and Allowances

Variation in Estimated Quantity (Apr 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

(End of clause)

III.L. Additional Terms and Conditions

(i) **GSAR 552.236-74, Evaluation of Options (Mar 2019)** *The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).*

(ii) **GSAR Clause 552.236-77, Government's Right to Exercise Options (Mar 2019)** *(a)The Government may exercise any option in writing in accordance with the terms and conditions of the contract no later than the substantial completion date of the base scope of work.*

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

IV. Contract Clauses

IV.A. Clauses Incorporated in Full Text

1. FAR 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (NOV 2025) (GSA Class Deviation RFO-2025-23)

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

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than

food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 4270.2).

USDA-designated product category a generic grouping of biobased products that are listed by USDA in a procurement guideline (7 CFR part 4270) and for which USDA has provided minimum biobased content standards (see https://www.biopreferred.gov/resources/categories.html).

(b) *Requirement*. The Contractor shall—

(1) Report to https://www.sam.gov, with a copy to the Contracting Officer, on the product types and dollar value of any biobased products in USDA-designated product categories purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(End of clause)

2. FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008)

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

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this Contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer.

(End of Clause)

3. FAR 52.240-91 Security Prohibitions and Exclusions (NOV 2025) (GSA Class Deviation RFO-2025-40)

(a) Definitions. As used in this clause—

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

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

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

Covered article, as defined in 41 U.S.C. 4713(k), means:

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

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

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications

Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

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

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

(i) Of that equipment; or

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

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

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

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

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

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., “Kaspersky”;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

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

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

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

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) Prohibitions on providing or using specific products or services in performance of contract. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

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

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

(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American

Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) Procedures. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) Exemptions, exceptions, and waivers. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.

(1) Certain telecommunications and video surveillance equipment, systems, or services.

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

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

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

(2) Office of Foreign Assets Control Restrictions.

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) Sudan prohibition. The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) Iran prohibitions.

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) Governmentwide exclusion and removal orders.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts, DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.

(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) Reasonable inquiry. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) Removal of prohibited products and services. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) General report.

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the

Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.

(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) New FASCSA orders report.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

(i) Contract number and order number, if applicable;

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

4. GSAR 552.204-9 Personal Identity Verification Requirements (APR 2023)

(a) The Contractor shall comply with GSA personal identity verification requirements, identified in ADM 2181.1 GSA HSPD-12 Personal Identity Verification and Credentialing, and Background Investigations for Contractor Employees, if Contractor employees require access to GSA controlled facilities or information systems to perform contract requirements. The Contractor can find the CIO policy and additional information at https://www.gsa.gov/resources/for-federal-employees/access-gsa-facilities-and-systems-with-a-piv-card.

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

(End of clause)

5. GSAR 552.252-6 Authorized Deviations in Clauses (NOV 2021) (Deviation FAR 52.252-6)

(a) Deviations to FAR clauses. This solicitation or contract identifies any authorized deviation to a Federal Acquisition Regulation (FAR) (48 CFR chapter 1) clause by—

(1) The addition of "(DEVIATION)" after the date of the FAR clause when an authorized deviation to a FAR clause is being used, and

(2) The addition of "(DEVIATION FAR (clause number))" after the date of the GSAR clause when a GSAR clause is being used in lieu of a FAR clause.

(b) Deviations to GSAR clauses. This solicitation or contract identifies any authorized deviation to a General Services Administration Acquisition Regulation (GSAR) (48 CFR chapter 5) clause by the addition of "(DEVIATION)" after the date of the clause.

(c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

6. Buy American Requirements

52.225-11 Buy American-Construction Materials under Trade Agreements (Sept. 2025) (GSA Class Deviation RFO-2025-25).

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

Caribbean Basin country construction material means a construction material that—

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is–

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus

allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.

Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.

Designated country means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if—

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029.

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Free Trade Agreement country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or

forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials. (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C.1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

[*Contracting Officer to list applicable excepted materials or indicate "none"*]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that-

(i) The cost of domestic construction material would be unreasonable.

(A) *For domestic construction material that is not a critical item or does not contain critical components*. *(1)* The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will

treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(A)*(1)* of this clause.

(3) The procedures in paragraph (b)(4)(i)(A)*(2)* of this clause will no longer apply as of January 1, 2030.

(B) *For domestic construction material that is a critical item or contains critical components*. *(1)* The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(B)*(1)* of this clause.

(3) The procedures in paragraph (b)(4)(i)(B)*(2)* of this clause will no longer apply as of January 1, 2030.

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute. (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item1			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

Item1			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued*)].

[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]

[*Include other applicable supporting information.*]

(End of clause)

52.225-12 Notice of Buy American Requirement-Construction Materials Under Trade Agreements.

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

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

the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FARclause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-

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

(ii) May be accepted if revised during negotiations.

(End of Provision)

7. FAR 52.228-11, Pledges of Assets (FEB 2021)

(a) The Contractor shall obtain from each person acting as an individual surety on a performance bond or a payment bond—

(1) A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203-1; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) The Contracting Officer may release a portion of the security interest on the individual surety's assets based upon substantial performance of the Contractor's obligations under its performance bond. The security interest in support of a performance bond shall be maintained—

(1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 (40 U.S.C. 3131). Until completion of any warranty period, or for 1 year following final payment, whichever is later.

(2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.

(3) Other contracts not subject to the requirements of paragraph (b)(1) of this clause. Until completion of any warranty period, or for 90 days following final payment, whichever is later.

(c) A surety's assets pledged in support of a payment bond may be released to a subcontractor or supplier upon Government receipt of a Federal district court judgment, or a sworn statement by the subcontractor or supplier that the claim is correct along with a notarized authorization of the release by the surety stating that it approves of such release. The security interest on the individual surety's assets in support of a payment bond shall be maintained—

(1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 which require performance and payment bonds (40 U.S.C. 3131). For 1 year following final payment, or until resolution of all pending claims filed against the payment bond during the 1-year period following final payment, whichever is later.

(2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.

(3) Other contracts not subject to the requirements of paragraph (c)(1) of this clause. For 90 days following final payment.

(d) The Contracting Officer may allow the Contractor to substitute an individual surety, for a performance or payment bond, after contract award. The Contractor shall comply with the requirements of paragraph (a) of this clause within the timeframe established by the Contracting Officer.

(End of clause)

8. FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)

(a) (1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

9. FAR 52.222-34 Project Labor Agreement.
As prescribed in 22.502-3(b)(1), insert the following clause:

PROJECT LABOR AGREEMENT (OCTOBER 28, 2025, UPDATE: APRIL 20, 2026)

(a) *Definitions*. As used in this clause-

Construction means construction, reconstruction, rehabilitation, modernization, alteration, conversion, extension, repair, or improvement of buildings, structures, highways, or other real property.

Labor organization means a labor organization as defined in 29 U.S.C. 152(5) of which building and construction employees are members.

Large-scale construction project means a Federal construction project within the United States for which the total estimated cost of the construction contract(s) to the Federal Government is $35 million or more.

Project labor agreement means a pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for a specific construction project and is an agreement described in 29 U.S.C. 158(f).

Alternate I (OCTOBER 28, 2025, UPDATE: APRIL 20, 2026) . As prescribed in 22.502-3(b)(2),

(b) The Contractor must—

(1) Negotiate or become a party to a project labor agreement with one or more labor organizations for the term of this construction contract; and

(2) Submit an executed copy of the project labor agreement to the Contracting Officer as required in the solicitation.

(c) The project labor agreement reached pursuant to this clause must-

(1) Bind the Contractor and subcontractors engaged in construction on the construction project to comply with the project labor agreement;

(2) Allow the Contractor and all subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;

(3) Contain guarantees against strikes, lockouts, and similar job disruptions;

(4) Set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the term of the project labor agreement;

(5) Provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health; and

(6) Fully conform to all statutes, regulations, Executive orders, and agency requirements.

(d) Any project labor agreement reached pursuant to this clause does not change the terms of this contract or provide for any price adjustment by the Government.

(e) The Contractor must maintain in a current status throughout the life of the contract the project labor agreement entered into pursuant to this clause.

(f) *Subcontracts*. The Contractor must require subcontractors engaged in construction on the construction project to agree to any project labor agreement negotiated by the prime contractor pursuant to this clause, and must include the substance of paragraphs (d) through (f) of this clause in subcontracts with subcontractors engaged in construction on the construction project.

(End of clause)

10. FAR 52.219-14 Limitations on Subcontracting (NOV 2025) (GSA Class Deviation RFO-2025-19)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with sections 19.105, 19.106, 19.107, and 19.108;

(4) Orders expected to exceed the simplified acquisition threshold and that are set aside for small business concerns under multiple-award contracts, as described in 8.4 and 16.5;

(5) Orders, regardless of dollar value, that are set aside in accordance with sections 19.105, 19.106, 19.107, and 19.108 under multiple-award contracts, as described in 8.4 and 16.5; and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) Independent contractors. An independent contractor shall be considered a subcontractor.

(e) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be

exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—

[Contracting Officer check as appropriate.]

□ By the end of the base term of the contract and then by the end of each subsequent option period; or

□ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

11. FAR 52.244-5, Competition in Subcontracting (AUG 2024)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the DoD Mentor-Protégé Program (10 U.S.C. 4902), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

(End of clause)

12. FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026) (GSA Class Deviation RFO-2025-22)

(a) Definitions. As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

13. Additional Clauses

FAR 22.404-1(h)(1)(GSA Class Deviation RFO-2025-22), each time the contracting officer exercises an option to extend the term of a contract for construction, or a contract that includes substantial and segregable construction work, the contracting officer must modify the contract to incorporate the most current wage determination. If this will be applicable to your contract, in accordance with FAR 22.402-4(d) (GSA Class Deviation RFO-2025-22), the CO should generally incorporate FAR 52.222-30 Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Method) (Aug 2018).]

IV.B. Clauses Incorporated by Reference

(1) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of a clause may also be accessed electronically at this address:

Federal Acquisition Regulation

(End of Clause)

(2) The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

NUMBER	TITLE	DATE
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct (Applies if the value of the contract is expected to exceed $6 Million and Performance Period is Greater than 120 Days)	NOV 2021
52.203-14	Display of Hotline Poster(s) (Applies if Contract is Greater than $6 Million)	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	NOV 2023
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10 (GSA Class Deviation RFO-2025-04)	Reporting Executive Compensation and First-Tier Subcontract Awards	NOV 2025
52.204-13 (GSA Class Deviation RFO-2025-04)	System for Award Management Maintenance	NOV 2025
52.204-14 (GSA Class Deviation RFO-2025-04)	Service Contract Reporting Requirements (Applies to contracts estimated total value of $500,000 or greater)	NOV 2025
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.209-6 (GSA Class Deviation RFO-2025-09)	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment or Voluntarily Excluded	NOV 2025

NUMBER	TITLE	DATE
52.209-9 (GSA Class Deviation RFO-2025-09)	Updates of Publicly Available Information Regarding Responsibility Matters	NOV 2025
52.209-10 (GSA Class Deviation RFO-2025-09)	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2025
52.211-12	Liquidated Damages—Construction (If Applicable)	SEP 2000
52.211-13	Time Extensions	SEP 2000
52.215-2 (GSA Class Deviation RFO-2025-15)	Audit and Records-Negotiation	NOV 2025
52.215-10	Price Reduction for Defective Cost or Pricing Data	AUG 2011
52.215-11 (GSA Class Deviation RFO-2025-15)	Price Reduction for Defective Cost or Pricing Data—Modifications	NOV 2025
52.215-12 (GSA Class Deviation RFO-2025-15)	Subcontractor Cost or Pricing Data	NOV 2025
52.215-13 (GSA Class Deviation RFO-2025-15)	Subcontractor Cost or Pricing Data—Modifications	NOV 2025
52.215-15 (GSA Class Deviation RFO-2025-15)	Pension Adjustments and Asset Reversions	NOV 2025
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18 (GSA Class Deviation RFO-2025-15)	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	NOV 2025
52.219-8 (GSA Class Deviation RFO-2025-19)	Utilization of Small Business Concerns	NOV2025
52.219-9 (GSA Class Deviation RFO-2025-19)	Small Business Subcontracting Plan	NOV2025
52.219-16 (GSA Class Deviation RFO-2025-19)	Liquidated Damages – Subcontracting Plan	NOV 2025
52.219-28 (GSA Class Deviation RFO-2025-19)	Post-Award Small Business Program Rerepresentation	NOV2025
52.222-3 (GSA Class Deviation RFO-2025-22)	Convict Labor	NOV 2025
52.222-4 (GSA Class Deviation RFO-2025-22)	Contract Work Hours and Safety Standards—Overtime Compensation	NOV 2025
52.222-6 (GSA Class Deviation RFO-2025-22)	Construction Wage Rate Requirements	NOV 2025
52.222-7	Withholding of Funds	NOV 2025

NUMBER	TITLE	DATE
(GSA Class Deviation RFO-2025-22)		
52.222-8 (GSA Class Deviation RFO-2025-22)	Payrolls and Basic Records	NOV 2025
52.222-9 (GSA Class Deviation RFO-2025-22)	Apprentices and Trainees	NOV 2025
52.222-10 (GSA Class Deviation RFO-2025-22)	Compliance with Copeland Act Requirements	NOV 2025
52.222-11 (GSA Class Deviation RFO-2025-22)	Subcontracts (Labor Standards)	NOV 2025
52.222-12	Contract Termination—Debarment	MAY 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14 (GSA Class Deviation RFO-2025-22)	Disputes Concerning Labor Standards	NOV 2025
52.222-15	Certification of Eligibility	MAY 2014
52.222-35 (GSA Class Deviation RFO-2025-22)	Equal Opportunity for Veterans	NOV 2025
52.222-36 (GSA Class Deviation RFO-2025-22)	Equal Opportunity for Workers with Disabilities	NOV 2025
52.222-37 (GSA Class Deviation RFO-2025-22)	Employment Reports on Veterans	NOV 2025
52.222-40 (GSA Class Deviation RFO-2025-22)	Notification of Employee Rights Under the National Labor Relations Act	NOV 2025
52.222-50 (GSA Class Deviation RFO-2025-22)	Combating Trafficking in Persons	NOV 2025
52.222-54 (GSA Class Deviation RFO-2025-22)	Employment Eligibility Verification	NOV2025
52.222-55 (GSA Class Deviation RFO-2025-22)	Minimum Wages for Contractor Workers Under Executive Order 14026	NOV 2025
52.222-62 (GSA Class Deviation RFO-2025-22)	Paid Sick Leave Under Executive Order 13706	NOV 2025
52.223-3 (GSA Class Deviation RFO-2025-23)	Hazardous Material Identification and Material Safety Data Alternate I	OCT 2025 OCT 2025

NUMBER	TITLE	DATE
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2024
52.223-23 (GSA Class Deviation RFO-2025-23)	Sustainable Products and Services	OCT 2025
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.226-7	Drug-Free Workplace	MAY 2024
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright	JUN 2020
52.227-4	Patent Indemnity—Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance—Work on a Government Installation	JAN 1997
52.228-12	Prospective Subcontractor Requests for Bonds	DEC 2022
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds—Construction	JUN 2020
52.229-3 (GSA Class Deviation RFO-2025-29)	Federal, State, and Local Taxes	NOV 2025
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-23	Assignment of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	OCT 2018
52.233-1 (GSA Class Deviation RFO-2025-33)	Disputes	NOV 2025
	Alternate I	NOV 2025

NUMBER	TITLE	DATE
52.233-3 (GSA Class Deviation RFO-2025-33)	Protest after Award	NOV 2025
52.233-4 (GSA Class Deviation RFO-2025-33)	Applicable Law for Breach of Contract Claim	NOV 2025
52.236-2 (GSA Class Deviation RFO-2025-36)	Differing Site Conditions	NOV 2025
52.236-3 (GSA Class Deviation RFO-2025-36)	Site Investigation and Conditions Affecting the Work	NOV 2025
52.236-5 (GSA Class Deviation RFO-2025-36)	Material and Workmanship	NOV 2025
52.236-6 (GSA Class Deviation RFO-2025-36)	Superintendence by the Contractor	NOV 2025
52.236-7 (GSA Class Deviation RFO-2025-36)	Permits and Responsibilities	NOV 2025
52.236-8 (GSA Class Deviation RFO-2025-36)	Other Contracts	NOV 2025
52.236-9 (GSA Class Deviation RFO-2025-36)	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	NOV 2025
52.236-10 (GSA Class Deviation RFO-2025-36)	Operations and Storage Areas	NOV 2025
52.236-11 (GSA Class Deviation RFO-2025-36)	Use and Possession Prior to Completion	NOV 2025
52.236-12 (GSA Class Deviation RFO-2025-36)	Cleaning Up	NOV 2025
52.236-13 (GSA Class Deviation RFO-2025-36)	Accident Prevention Alternate I	NOV 2025
52.236-14 (GSA Class Deviation RFO-2025-36)	Availability and Use of Utility Services	NOV 2025
52.236-17 (GSA Class Deviation RFO-2025-36)	Layout of Work	NOV 2025
52.236-21 (GSA Class Deviation RFO-2025-36)	Specifications and Drawings for Construction	NOV 2025
52.242-1	Notice of Intent to Disallow costs	APR 1984
52.242-3 (GSA Class Deviation RFO-2025-42)	Penalties for Unallowable Costs	NOV 2025

NUMBER	TITLE	DATE
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4 (GSA Class Deviation RFO-2025-43)	Changes	JUN 2025
52.244-6 (GSA Class Deviation RFO-2025-44)	Subcontracts for Commercial Products and Commercial Services	NOV2025
52.245-1	Government Property Alternate 1	SEP 2021
52.245-9	Use and Charges	APR 2012
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering—Construction	OCT 2025
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
	Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1 (GSA Class Deviation RFO-2025-53)	Computer Generated Forms	NOV 2025

(3) GSA Acquisition Regulation (GSAR) clauses:

NUMBER	TITLE	DATE
552.203-71	Restriction on Advertising	SEP 1999
552.211-10	Commencement, Prosecution, and Completion of Work	MAR 2019
552.211-12	Liquidated Damages-Construction	MAR 2019
552.211-13	Time Extensions	MAR 2019
552.211-70	Substantial Completion	MAR 2019
552.211-72	References to Specifications in Drawings	FEB 1996

NUMBER	TITLE	DATE
552.215-70	Examination of Records by GSA (Applicable if over $100,000)	JUL 2016
552.227-70	Government Rights (Unlimited)(MAY 1989)(DEVIATION FAR 52.227-17)	MAY 1989
552.228-5	Government As Additional Insured	JAN 2016
552.232-5	Payments Under Fixed-Price Construction Contracts	MAR 2019
552.232-39	Unenforceability of Unauthorized Obligations. (FEB 2018) (DEVIATION FAR 52.232-39)	FEB 2018
552.236-6	Superintendence by the Contractor	MAR 2019
552.236-11	Use and Possession Prior to Completion	MAR 2019
552.236-15	Schedules for Construction Contracts	MAR 2019
	Alternate I	MAR 2019
552.236-21	Specifications and Drawings for Construction	MAR 2019
552.236-70	Authorities and Limitations	MAR 2019
552.236-71	Contractor Responsibilities	MAR 2019
552.236-72	Submittals	MAR 2019
552.236-73	Subcontracts	APR 1984
552.229-70	Federal, State, and Local Taxes	APR 1984
552.243-71	Equitable Adjustments	MAR 2019
552.246-72	Final Inspections and Tests	SEP 1999

IV.C. Subcontract Requirements

The Contractor is advised that many FAR, GSAR and other Agreement clauses are required to be flowed down to subcontracts. Clauses containing flow down requirements include, but may not be limited to, those listed below. The Contractor is responsible for ensuring that all necessary flow-down clauses are included in all subcontracts.

(1) FAR Clauses:

NUMBER	TITLE	DATE
52.203-7	Anti-Kickback Procedures	JUN 2020

NUMBER	TITLE	DATE
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct (Applies if Subcontract is expected to exceed $6 Million on the date of award and Performance Period is Greater than 120 Days)	NOV 2021
52.203-14	Display of Hotline Poster(s) (Applies if Subcontract is Greater than $6 Million on the date of award)	NOV 2021
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10 (GSA Class Deviation RFO-2025-04)	Reporting Executive Compensation and First-Tier Subcontract Awards	NOV 2025
52.204-14 (GSA Class Deviation RFO-2025-04)	Service Contract Reporting Requirements (Applies to contracts estimated total value of $500,000 or greater)	NOV 2025
52.215-2 (GSA Class Deviation RFO-2025-15)	Audit and Records-Negotiation	NOV 2025
52.215-12 (GSA Class Deviation RFO-2025-15)	Subcontractor Cost or Pricing Data	NOV 2025
52.215-13 (GSA Class Deviation RFO-2025-15)	Subcontractor Cost or Pricing Data—Modifications	NOV 2025
52.215-15 (GSA Class Deviation RFO-2025-15)	Pension Adjustments and Asset Reversions	NOV 2025
52.215-18 (GSA Class Deviation RFO-2025-15)	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	NOV 2025
52.222-4 (GSA Class Deviation RFO-2025-22)	Contract Work Hours and Safety Standards—Overtime Compensation	NOV 2025
52.222-6 (GSA Class Deviation RFO-2025-22)	Construction Wage Rate Requirements	NOV 2025
52.222-7 (GSA Class Deviation RFO-2025-22)	Withholding of Funds	NOV 2025

NUMBER	TITLE	DATE
52.222-8 (GSA Class Deviation RFO-2025-22)	Payrolls and Basic Records	NOV 2025
52.222-9 (GSA Class Deviation RFO-2025-22)	Apprentices and Trainees	NOV 2025
52.222-10 (GSA Class Deviation RFO-2025-22)	Compliance with Copeland Act Requirements	NOV 2025
52.222-11 (GSA Class Deviation RFO-2025-22)	Subcontracts (Labor Standards)	NOV 2025
52.222-12	Contract Termination—Debarment	MAY 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14 (GSA Class Deviation RFO-2025-22)	Disputes Concerning Labor Standards	NOV 2025
52.222-15	Certification of Eligibility	MAY 2014
52.222-35 (GSA Class Deviation RFO-2025-22)	Equal Opportunity for Veterans	NOV 2025
52.222-36 (GSA Class Deviation RFO-2025-22)	Equal Opportunity for Workers with Disabilities	NOV 2025
52.222-37 (GSA Class Deviation RFO-2025-22)	Employment Reports on Veterans	NOV 2025
52.222-40 (GSA Class Deviation RFO-2025-22)	Notification of Employee Rights Under the National Labor Relations Act	NOV 2025
52.222-50 (GSA Class Deviation RFO-2025-22)	Combating Trafficking in Persons	NOV 2025
52.222-54 (GSA Class Deviation RFO-2025-22)	Employment Eligibility Verification	NOV2025
52.222-55 (GSA Class Deviation RFO-2025-22)	Minimum Wages for Contractor Workers Under Executive Order 14026	NOV 2025
52.222-62 (GSA Class Deviation RFO-2025-22)	Paid Sick Leave Under Executive Order 13706	NOV 2025
52.226-7	Drug-Free Workplace	MAY 2024
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.227-1	Authorization and Consent	JUN 2020
52.228-5	Insurance—Work on a Government Installation	JAN 1997

NUMBER	**TITLE**	**DATE**
52.236-13 (GSA Class Deviation RFO-2025-36)	Accident Prevention Alternate I	NOV 2025

(2) <u>GSA Acquisition Regulation (GSAR) Clauses:</u>

NUMBER	TITLE	DATE
552.215-70	Examination of Records by GSA	JUL 2016

(3) Agreement Clauses:

In Section III of this contract, Controlled Unclassified Information (CUI) *Building Information.*