SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	75D301-26-R-73398	SEALED BID (IFB) X NEGOTIATED (RFP)	04/20/2026	1 of 27

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	HCAJSBC2-2026-97042	

7. ISSUED BY	CODE 8219	8. ADDRESS OFFER TO
Centers for Disease Control and Prevention Chamblee Campus Building 102, MS S102-4 4770 Buford Hwy Atlanta, GA 30341-3717		

9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	Harsimerdeep Khera	(770) 488-2710

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 no., date):*

Project Title	B10 Chiller Replacement, Roybal Campus	
Contracting Officer	Simi Khera	Hkhera@cdc.gov
Project Manager/COR	Wes Bryan	WBryan@cdc.gov

11. The Contractor shall begin performance within 10 calendar days and complete it within 462 calendar days after receiving x 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
x YES NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 2:00pm *(hour)* local time _____ *(date)*. If this is a sealed bid solicitation, offers must 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 90 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 NO. *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14)*
CODE FACILITY CODE	

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government 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 NO.										
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	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO 10 U.S.C. 2304(c)( ) 41 U.S.C. 253(c)( )
26. ADMINISTERED BY CODE		27. PAYMENT WILL BE MADE BY

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, requisitions identified on this form and any continuation sheets for the consideration slated 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 or 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)*	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

Section B - Supplies Or Services And Prices/Costs

0001	The contractor shall provide all the services and furnish all the materials required for both the design and construction of modernization of the B10 central plant for the Roybal campus. This is Firm Fixed Price Not Severable	1 Lump Sum		$_____

Section C - Description/Specification/Work Statement

C.1 Title

B10 Modernization - CDC Project No. P20210098.

C.1 FAR 36.204 Disclosure of the magnitude of construction projects

Advance notices and solicitations shall state the magnitude of the requirement in terms of physical characteristics and estimated price range. In no event shall the statement of magnitude disclose the Government's estimate. Therefore, the estimated price should be described in terms of one of the following price ranges:

(a) Less than $25,000.

(b) Between $25,000 and $100,000.

(c) Between $100,000 and $250,000.

(d) Between $250,000 and $500,000.

(e) Between $500,000 and $1,000,000.

(f) Between $1,000,000 and $5,000,000.

(g) Between $5,000,000 and $10,000,000.

(h) More than $10,000,000.

This project falls under price range (h) More than $10,000,000. The government anticipates that the estimated magnitude of construction is between $15,000,000 t0 $25,000,000.

C.2 Background and objective

This acquisition supports modernization of Building 10 (central plant) at the CDC Roybal Campus in Atlanta, Georgia. The objective is to provide complete design-build services to replace aging chilled-water plant equipment, improve electrical and controls infrastructure, maintain continuity of campus operations during phased execution, and deliver a fully commissioned and documented facility.

C.3 Incorporation of attached Statement of Work

Attachment A, Statement of Work (B10 Modernization, dated June 6, 2025), is incorporated by reference into this solicitation. Section C provides the solicitation summary and administrative tailoring; Attachment A remains the definitive technical requirement unless a solicitation provision expressly states otherwise.

C.4 Scope summary

a. Provide all design, engineering, management, supervision, labor, materials, equipment, testing, commissioning, training, and closeout services required to modernize the B10 chilled-water plant.
b. Replace four existing 1,450-ton chillers with new 1,800-ton chillers and provide associated starters, controls, piping, isolation valves, refrigerant monitoring, and appurtenances.
c. Replace nine existing cooling tower cells with eight new cells; provide structural modifications, walkways, maintenance access, valves, piping, and roofing work required for the new configuration.
d. Replace primary chilled-water pumps, condenser-water pumps, associated starters / VFDs, and modify chilled-water and condenser-water piping as required for the new plant arrangement.

e. Perform associated medium-voltage and low-voltage electrical upgrades, BAS / controls integration, structural work, fire protection modifications, and ancillary systems work identified in Attachment A.
f. Provide phased execution that preserves campus operations; no more than two chillers may be removed from service at one time.

C.5 Design and construction requirements

a. The contractor shall furnish complete design documents, specifications, calculations, schedules, and phasing documents necessary to execute the project.
b. Design submittals shall, at a minimum, include 30 percent, 60 percent, and 90 percent design packages for Government review and comment.
c. The contractor shall integrate design, procurement, installation, testing, start-up, third-party commissioning, training, and closeout into one coordinated design-build execution plan.
d. The contractor shall provide a detailed demolition plan, equipment laydown and lift plan, outage plan, and construction phasing plan after award and before affected work begins.
e. All work shall comply with applicable Federal, State, and local codes and standards, including referenced CDC standards and the technical requirements in Attachment A.

C.6 Government-furnished property

Government-furnished property is not applicable to this requirement unless specifically identified by amendment or after award.

C.7 Place of performance and contract support hours

Primary place of performance: CDC Roybal Campus, 1600 Clifton Road NE, Atlanta, Georgia 30329. Most work is expected to occur during normal CDC business hours. After-hours, weekend, and shutdown work shall be planned, coordinated, and approved in advance whenever required to meet phasing, outage, or mission-continuity requirements.

C.8 Security and access

a. Physical access shall be coordinated through CDC safety and security personnel.
b. Routine access personnel shall be badged in accordance with CDC procedures.
c. The general contractor's representative shall be present whenever work is taking place.
d. Non-badged personnel shall be limited to access rules established by CDC security unless specific written authorization is provided.

C.9 Travel

No separate travel CLIN is contemplated. All required travel, mobilization, site visits, and related costs shall be included in the fixed price.

C.10 Deliverables

Item	Deliverable	Format	Due
1	30 / 60 / 90 percent design submittals	Electronic PDF plus native files as required by the COR	Per approved design schedule
2	Baseline construction progress schedule	Critical-path schedule, P6 or equivalent, with narrative	Within 10 working days after Notice to Proceed
3	Meeting minutes and site visit reports	Electronic PDF	Within 3 working days after each meeting / visit
4	Service interruption and project activity review packages	Forms and supporting narrative / sequencing documents	At least 15 working days before each interruption unless otherwise approved

Item	Deliverable	Format	Due
5	Construction phasing plan and outage plan	Electronic PDF with drawing markups	Before affected work begins
6	Commissioning plan and final commissioning report	Electronic PDF	Plan before testing; final report within 10 working days after final commissioning
7	Closeout documents	As-builts, O&M manuals, warranties, training materials, and turnover package	Before final payment

C.11 Additional requirements

a. The contractor shall incorporate sustainable design and construction practices identified in Attachment A and any additional Government sustainability requirements included by amendment or after award.

b. All demolition, refrigerant recovery, disposal, recycling, hazardous-material handling, and protection of existing facilities shall be performed in accordance with applicable law and contract requirements.

C.12 Period of performance

The contractor shall complete the entire work, including design, construction, testing, commissioning, training, and closeout, within 462 calendar days after Notice to Proceed.

Section E - Inspection And Acceptance

The Government will inspect design submittals, equipment, workmanship, testing, commissioning, and closeout deliverables for compliance with the contract. Government review, comment, or acceptance of design submittals does not relieve the contractor of responsibility for complete and correct performance.

Clause	Title / application
52.246-12	Inspection of Construction (Aug 1996).
52.246-13	Inspection—Dismantling, Demolition, or Removal of Improvements (Aug 1996).
52.246-21	Warranty of Construction (Mar 1994).

Section F - Deliveries Or Performance

F.1 Commencement, Prosecution, and Completion of work

The contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the contractor receives the Notice to Proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 462 calendar days after Notice to Proceed. The stated completion time includes final cleanup, testing, commissioning, training, and closeout.

F.2 Schedule and Phasing Requirements

a. Within 10 working days after Notice to Proceed, the contractor shall submit the initial baseline schedule.
b. The schedule shall include design, submittals, procurement, outages, construction phases, testing, commissioning, training, closeout, and all milestone dates identified in Attachment A.
c. The contractor shall provide monthly schedule updates and a two-week look-ahead at each weekly progress meeting.
d. Service interruptions require prior approval through CDC processes, including SIR and PAR submittals when applicable.
e. No more than two chillers may be removed from service at one time.

Section G - Contract Administration Data

G.1 HHSAR 352.232-71 Electronic Submission of Payment Requests (Feb 2022)

Unless the Contracting Officer authorizes alternate procedures in writing, the contractor shall submit payment requests electronically through the Department of the Treasury Invoice Processing Platform (IPP) or successor system. Payment requests shall comply with FAR 32.905(b), FAR 52.232-5, and all applicable invoicing instructions in this contract.

G.2 CDCG.02 Contracting Officer's Representative (COR) (July 2017)

Performance of the work shall be subject to the technical direction of the designated COR. Technical direction may clarify details within the scope of the contract, but the COR is not authorized to change the contract scope, price, schedule, or any other term or condition. Only the Contracting Officer may modify the contract.

G.3 CDCG.03 Contracting Officer (July 1999)

The Contracting Officer is the only individual authorized to legally bind the Government, change the contract, obligate funds, or authorize deviations from the contract requirements.

G.4 CDCG.04 Contract Communications/Correspondence (July 1999)

The contractor shall identify all correspondence, invoices, schedules, reports, drawings, and other data pertinent to this contract by the solicitation / contract number shown on the award document.

G.5 CDCG.07 Payment by Electronic Funds Transfer (Feb 2018)

The Government will make payments by electronic funds transfer in accordance with FAR 52.232-33 and applicable HHS payment procedures.

G.6 CDCG.09 Applicable Wage Rate Requirements (Construction) (May 2020)

The applicable Davis-Bacon / Construction Wage Rate Requirements wage determination shall be the current SAM.gov wage determination for the project location and type of construction in effect on the date of solicitation issuance or amendment, as applicable. The final wage determination identifier shall be inserted before release.

Section H - Special Contract Requirements

H.1 CDCH.04 Key Personnel (Jan 2026)

The following key positions are considered essential to successful performance. The contractor shall not replace or divert these personnel without the written consent of the Contracting Officer:

Position	Minimum role in performance
Project Executive	Corporate-level authority and accountability for contract performance
Project Manager	Overall day-to-day contract management and design-build coordination
Design Manager	Management of design submittals, technical coordination, and quality control for design
Site Superintendent	Full-time on-site supervision of field work
Quality Control Manager	Inspection, submittal control, and quality management system oversight
Safety Manager	Project safety planning, inspections, and corrective-action management
Lead Scheduler	Baseline schedule development and updates
Commissioning Lead	Coordination of start-up, functional testing, and turnover

H.2 CDCH.06 Availability and Use of Utility Services (July 1999)

Utility / service	Availability
Water	Reasonable quantities may be available from existing sources if approved by the Government.
Electricity	Reasonable quantities may be available from existing sources if approved by the Government.
Gas	Not available for contractor use unless later authorized in writing.
Restroom access	Contractor shall provide its own facilities unless otherwise approved.
Waste disposal	Contractor shall provide its own disposal and recycling services.

H.3 CDCH.07 Minimum Required Insurance (July 2017)

The contractor shall furnish and maintain insurance required by FAR 52.228-5 and the limits specified by the Contracting Officer. The acquisition team shall validate final insurance limits with agency risk management before release. Pending that validation, the prior CDC template limits may be used only as placeholders and shall not be assumed to be final for this project.

H.4 CDCH.08 Smoke Free Working Environment (May 2009)

All contractor personnel working within CDC facilities shall comply with CDC smoke-free workplace policies.

H.5 CDCH.12 Observance of Legal Holidays and Unscheduled Facility Closures (On-site Performance) (Jan 2026)

Federal holidays and unscheduled facility closures shall be handled in accordance with the contract terms. Contractor requests for holiday, after-hours, or closure-period work shall be coordinated in advance and do not entitle the contractor to additional compensation unless otherwise expressly provided in the contract.

H.6 CDCH.20 Non-Personal Services (Jun 2020)

This is a non-personal services contract. The contractor is responsible for control and supervision of its employees and subcontractors and shall ensure contractor personnel identify themselves as contractor employees in all situations where their status may not be obvious.

H.7 CDCH.14 Records Management Obligations (Jun 2020)

The contractor shall comply with applicable Federal records management requirements and protect non-public CDC information from unauthorized disclosure, alteration, or destruction. Records generated under this contract shall be managed and transferred as directed by the Contracting Officer.

H.8 CDCH.23 Evaluation of Contractor Performance Utilizing CPARS (Aug 2021)

CDC will evaluate contractor performance in CPARS in accordance with FAR 42.15. The contractor shall maintain a current CPARS representative and provide updated contact information whenever it changes.

H.9 CDCH.16 Non-Disclosure Agreement for Contractor and Contractor Employees (Jun 2020)

The contractor and any contractor employees requiring access to non-public information shall execute the required CDC non-disclosure agreements before access is granted or work begins, as directed by the Contracting Officer. See Section J, Attachments C and D.

Section I - Contract Clauses

I.1 FAR clauses incorporated by reference - administrative and general

Clause	Title / note
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 (Nov 2021)
52.203-14	Display of Hotline Poster(s) (Nov 2021)
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Nov 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-7	System for Award Management - Registration (Nov 2024)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)
52.204-13	System for Award Management - Maintenance (Oct 2018)
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jan 2025)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
52.215-1	Instructions to Offerors - Competitive Acquisition (Nov 2021)
52.215-2	Audit and Records - Negotiation (Jun 2020)
52.216-1	Type of Contract (Apr 1984)
52.219-8	Utilization of Small Business Concerns (Jan 2025)
52.219-9	Small Business Subcontracting Plan (Jan 2025) - include if the acquisition remains unrestricted
52.219-14	Limitations on Subcontracting (Oct 2022) - include if the acquisition is set aside
52.219-28	Postaward Small Business Program Rerepresentation (Jan 2025)
52.229-3	Federal, State, and Local Taxes (Feb 2013)
52.232-5	Payments Under Fixed-Price Construction Contracts (May 2014)

Clause	Title / note
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)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)
52.233-1	Disputes (May 2014) - Alternate I, as tailored for construction
52.233-2	Service of Protest (Sept 2006)
52.233-3	Protest After Award (Aug 1996)
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
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	Changes (Jun 2007)
52.244-5	Competition in Subcontracting (Aug 2024)
52.244-6	Subcontracts for Commercial Products and Commercial Services (Oct 2025)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I
52.249-10	Default (Fixed-Price Construction) (Apr 1984)
52.252-2	Clauses Incorporated by Reference (Feb 1998)
52.252-6	Authorized Deviations in Clauses (Nov 2020)
52.253-1	Computer Generated Forms (Jan 1991)

I.2 FAR clauses incorporated by reference - labor, employment, and ethics

Clause	Title / note
52.222-1	Notice to the Government of Labor Disputes (Nov 2025) (DEVIATION)
52.222-3	Convict Labor (Jun 2003)
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation (May 2018)
52.222-5	Construction Wage Rate Requirements - Secondary Site of the Work (May 2014)
52.222-6	Construction Wage Rate Requirements (Aug 2018)
52.222-7	Withholding of Funds (May 2014)
52.222-8	Payrolls and Basic Records (Jul 2021)

Clause	Title / note
52.222-9	Apprentices and Trainees (Jul 2005)
52.222-10	Compliance with Copeland Act Requirements (Feb 1988)
52.222-11	Subcontracts (Labor Standards) (May 2014)
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	Disputes Concerning Labor Standards (Feb 1988)
52.222-15	Certification of Eligibility (May 2014)
52.222-35	Equal Opportunity for Veterans (Jun 2020)
52.222-36	Equal Opportunity for Workers with Disabilities (Jun 2020)
52.222-37	Employment Reports on Veterans (Jun 2020)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
52.222-50	Combating Trafficking in Persons (Oct 2025)
52.222-54	Employment Eligibility Verification (Jan 2025)

I.3 FAR clauses incorporated by reference - construction, materials, and project execution

52.223-2	Reporting of Biobased Products Under Service and Construction Contracts
52.211-12	Liquidated Damages - Construction (Sept 2000)
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts (May 2024)
52.223-3 Alt I	Hazardous Material Identification and Safety Data (Feb 2021) - Alternate I
52.223-5	Pollution Prevention and Right-to-Know Information (May 2024)
52.223-11	Ozone-Depleting Substances (Nov 2025) (DEVIATION)
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024)
52.225-9	Buy American - Construction Materials (Oct 2022)
52.225-10	Notice of Buy American Requirement - Construction Materials (May 2014)
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 Infringement (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). See Section H.3, CDCH.07 Minimum Required Insurance (July 2017).

52.228-11	Individual Surety - Pledge of Assets (Feb 2021)
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)
52.236-2	Differing Site Conditions (Apr 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984)
52.236-5	Material and Workmanship (Apr 1984)
52.236-6	Superintendence by the Contractor (Apr 1984)
52.236-7	Permits and Responsibilities (Nov 1991)
52.236-8	Other Contracts (Apr 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)
52.236-10	Operations and Storage Areas (Apr 1984)
52.236-11	Use and Possession Prior to Completion (Apr 1984)
52.236-12	Cleaning Up (Apr 1984)
52.236-13	Accident Prevention (Nov 1991)
52.236-14	Availability and Use of Utility Services (Apr 1984). See Section H.2, CDCH.06 Availability and Use of Utility Services (July 1999).
52.236-15	Schedules for Construction Contracts (Apr 1984)
52.236-17	Layout of Work (Apr 1984)
52.236-21	Specifications and Drawings for Construction (Feb 1997)
52.236-23	Responsibility of the Architect-Engineer Contractor (Apr 1984)
52.236-25	Requirements for Registration of Designers (Jun 2003)
52.246-12	Inspection of Construction (Aug 1996)
52.246-21	Warranty of Construction (Mar 1994)
52.248-3	Value Engineering - Construction (Oct 2025)

I.4 HHSAR clauses incorporated by reference

Clause	Title / note
352.203-70	Anti-Lobbying (Dec 2015)
352.223-70	Safety and Health (Dec 2015)
352.224-71	Confidential Information (Feb 2024) (DEVIATION)
352.226-3	Native American Graves Protection and Repatriation Act (Dec 2015)

Clause	Title / note
352.237-75	Key Personnel (Dec 2015)

I.5 Clauses incorporated in full text

HHSAR 352.236-70 Design-Build Contracts (FEB 2026) (RFO Deviation)

(a) General.

(1) The contract constitutes and defines the entire agreement between the Contractor and the Government. This contract includes the standard or special contract clauses and schedules included at the time of award. This contract incorporates by reference:

(i) The solicitation in its entirety (with the exception of instructions to offerors and evaluation criteria which do not become part of the award document);

(ii) The specifications and statement of work;

(iii) All drawings, cuts and illustrations, included in the solicitation and any amendments during all proposal phases leading up to award;

(iv) Exhibits and other attachments; and

(v) The successful Offeror's accepted proposal.

(2) In the event of conflict or inconsistency between any of the requirements of the various portions of this contract, precedence must be given in the following order:

(i) Betterments: Any portions of the Offeror's proposal which exceed the requirements of the solicitation and which go beyond repair and improve the value of the property.

(ii) The contract clauses and schedules included during the solicitation or at the time of award.

(iii) All requirements (other than betterments) of the accepted proposal.

(iv) Any design products, including but not limited to plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are deliverables under the contract and are not part of the contract itself.

(3) Design products must conform to all requirements of the contract, in the order of precedence stated here.

(b) Responsibility of the contractor for design. The Contractor's responsibilities include the responsibilities of the Architect-Engineer Contractor, as specified in RFO FAR 52.236-23.

(c) Sequence of design-construction.

(1) After receipt of the Contract Award, the Contractor must initiate design, comply with all design submission requirements, and obtain Government review of each submission. No construction may be started until the Government reviews the Final Design submission and determines it satisfactory for purposes of beginning construction. The Contracting Officer will notify the Contractor when the design is cleared for construction. The Government will not grant any time extension for any design resubmittal required when, in the opinion of the Contracting Officer, the initial submission failed to meet the minimum quality requirements as set forth in the contract.

(2) If the Government allows the Contractor to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any completed or in-progress construction related to the pending revisions until they are completed, resubmitted, and are satisfactory to the Government.

(3) No payment will be made for any completed or in-progress construction until all required submittals have been made, reviewed, and are satisfactory to the Government.

(d) Constructor's role during design. The Contractor's construction management key personnel must be actively involved during the design process to effectively integrate the design and construction requirements of this contract.

In addition to the typical required construction activities, the constructor's involvement includes, but is not limited to, integrating the design schedule into the master schedule, ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction quality control program with the design quality control program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor must require and manage the active involvement of key trade subcontractors in these activities.

(e) Payment for design under fixed-price design-build contracts.

(1) The Contracting Officer may approve progress payments for work performed during the project design phase up to the maximum amount of 4 percent of the contract price.

(2) Contractor invoices for payment must be accompanied by satisfactory documentation supporting the amounts for which payments are requested. Progress payments approved by the Contracting Officer during the project design phase in no way constitute an acceptance of functional and aesthetic design elements, an acceptance of a final settlement amount in the event of a buy-out, or a waiver of any contractual requirements.

(f) Unscheduled jobsite shutdowns. Due to security reasons during the life of this contract the Government may on an unscheduled basis require the contractor to shut down its jobsite for 2 days per year at no additional cost. This does not constitute a suspension of work under FAR 52.242-14, Suspension of Work.

(End of clause)

Section J - List of Attachments

Attachment	Description
Attachment A	Statement of Work - B10 Modernization (June 6, 2025) (provided separately)
Attachment B	Current Davis-Bacon wage determination for project location and construction type (to be inserted before release)
Attachment C	Contractor Non-Disclosure Agreement
Attachment D	Contractor Employee Non-Disclosure Agreement form
Attachment E	Technical reference documents listed in the Statement of Work, including chiller study, minimum specifications, BAS requirements, electrical SOW, and related as-builts / standards, as available and incorporated by amendment or attachment list

Section K - Representations, Certifications, And Other Statements Of Offerors

The offeror's active SAM representations and certifications are incorporated by reference through FAR 52.204-19. The following additional provisions / information items are applicable to this solicitation as tailored by the Contracting Officer.

Provision	Title / note
52.203-2	Certificate of Independent Price Determination (Apr 1985)
52.204-90	Offeror Identification
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations - Representation (Nov 2015)
52.209-5	Certification Regarding Responsibility Matters (Aug 2020)
52.209-7	Information Regarding Responsibility Matters (Oct 2018)
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)
52.209-12	Certification Regarding Tax Matters (Oct 2025)
52.209-13	Violation of Arms Control Treaties or Agreements - Certification (Nov 2021)
52.219-1	Small Business Program Representations (Feb 2024)

K.1 Acquisition coding information

NAICS code: 238220, Mechanical

K.2 Contact for negotiation / administration

Designate the person the Government may contact for negotiation or contract administration if the offeror receives award as a result of this solicitation.

Name	_____
Title	
Address	_____
Telephone	_____
Congressional District	
Place of performance	_____

Section L - Instructions, Conditions, And Notices To Offerors

L.1 General instructions

a. This draft assumes a competitive negotiated one-phase design-build source selection using FAR parts 15 and 36.
b. Offerors shall submit proposals in English and in U.S. dollars.
c. Offerors shall maintain active registration in SAM in accordance with FAR 52.204-7 and 52.204-13.
d. The Government intends to award one contract and may make award without discussions; therefore, initial proposals should contain the offeror's best terms from both a technical and price standpoint.

L.2 Type of contract

The Government contemplates award of one firm-fixed-price design-build construction contract resulting from this solicitation.

L.3 Proposal submission

Volume
Volume I – Administrative
Volume II – Technical
Volume III - Past Performance
Volume IV – Price

L.4 Technical proposal content

a. Describe the offeror's technical approach to executing the design-build project, including plant phasing, outage management, procurement strategy, laydown / crane planning, startup, and commissioning.
b. Address how the offeror will maintain continuity of operations and protect CDC mission requirements during demolition, equipment replacement, and testing.
c. Identify key personnel, organizational structure, major trade subcontractors, staffing plan, and the qualifications of design and field leadership.
d. Include the project schedule in Gantt or similar format showing design, procurement, mobilization, outages, phased construction, commissioning, training, and closeout milestones.
e. Do not include pricing in the technical proposal except resource information necessary to demonstrate understanding, such as labor classifications or sequencing assumptions that do not reveal price.

L.5 Past performance information

Provide up to four recent and relevant projects demonstrating successful delivery of comparable design-build, central plant, or complex occupied-facility modernization work. For each project, provide the contract type, contract value, period of performance, description of the work, customer reference information, and the roles of proposed team members who participated in the project.

L.6 Price proposal information

a. Certified cost or pricing data are not required for proposal submission unless later requested by the Contracting Officer based on applicable law and regulation.
b. Offerors shall provide data other than certified cost or pricing data sufficient to support price reasonableness, including detailed prime and subcontractor price breakdowns for labor, fringes, burden, materials, equipment, subcontract costs, overhead, profit, and bonding.
c. Submit actual subcontractor and vendor / supplier quotes to the maximum extent available at the time of proposal submission.
d. Provide a schedule of values aligned to the proposed execution plan and the anticipated payment structure.

e. Clearly identify proposal assumptions, exclusions, long-lead items, and any requested Government decisions or approvals that affect price or schedule.

L.7 Secondary site of the work

If the offeror intends to perform covered work at a secondary site of the work, the offeror shall notify the Government and request any required wage determination action in sufficient time to permit evaluation before award.

L.8 Service of protest

Service of protests shall be made to the Contracting Officer at Harsimerdeep Khera, Centers for Disease Control and Prevention, Chamblee Campus Building 102, MS S102-4, 4770 Buford Hwy, Atlanta, GA 30341-3717, email hkhera@cdc.gov, and telephone (770) 488-2710.

L.9 Site visit

a. Offerors are urged and expected to inspect the site where the work will be performed.

b. The site visit will be held on May 19, 2026, at 10:00 a.m., local time.

c. The completed Visitor Request Form identifying all proposed attendees shall be submitted to Wes Bryan at HKhera@cdc.gov and Wbryan2@cdc.gov no later than 12:00 p.m. local time on May 14, 2026.

d. Due to time constraints associated with site access and security processing, attendance at the site visit is limited to U.S. citizens. Attendance is limited to no more than three attendees per offeror.

e. In preparation for the site visit, offerors shall submit the attached Non-Disclosure Agreement to Wes Bryan at HKhera@cdc.gov and Wbryan2@cdc.gov no later than 12:00 p.m. local time on May 14, 2026.

f. After receipt of the required Non-Disclosure Agreement, the Government will provide the CDC chiller replacement study and available mechanical, electrical, and controls reference information supporting the Statement of Work.

L.10 Questions and proposal due date

Questions shall be submitted electronically to the Contracting Officer at **hkhera@cdc.gov** no later than **12:00 p.m. local time on May 27, 2026**. Proposals shall be submitted electronically by email to **hkhera@cdc.gov** no later than **10:00 a.m. local time on June 17, 2026**, unless the Contracting Officer authorizes another method of submission by amendment.

Section M - Evaluation Factors For Award

M.1 Basis for award

Award will be made to the responsible offeror whose proposal represents the best value to the Government using a tradeoff process. The Government may award without discussions.

M.2 Evaluation factors

Factor	Description	Relative importance
Factor 1	Past Performance	Most important non-price factor
Factor 2	Technical Approach	Less important than Factor 1; more important than Factors 3 and 4
Factor 3	Organization of Proposed Team and Team Members' Professional Qualifications	Equal in importance to Factor 4; less important than Factors 1 and 2
Factor 4	Project Schedule	Equal in importance to Factor 3; less important than Factors 1 and 2
Price	Price / cost to the Government	Not scored adjectivally; evaluated for completeness, reasonableness, and balance

When combined, the non-price factors are significantly more important than price. As proposals become more equal under the non-price factors, price becomes more important in the tradeoff decision.

M.3 Evaluation criteria

The Government will evaluate proposals against the following criteria:

M.3.1 Past Performance

a. Relevance and quality of prior performance on comparable design-build, central plant, occupied-facility modernization, or similarly complex projects.
b. Record of cost control, schedule performance, quality of work, management of phased execution, and customer satisfaction.
c. Experience of the proposed team members on the submitted reference projects.

M.3.2 Technical Approach

a. Understanding of the scope and technical challenges of the B10 modernization requirement.
b. Soundness of the proposed phasing, outage, procurement, startup, and commissioning approach.
c. Demonstrated ability to maintain continuity of operations and execute the work safely in an active Federal campus environment.

M.3.3 Organization and Professional Qualifications

a. Qualifications and relevant experience of the proposed design-build team, including management, design, field leadership, controls, commissioning, quality control, and safety personnel.
b. Clarity of team structure, lines of authority, and integration between design and construction functions.
c. Demonstrated experience of key personnel in central plant renovation or equivalent infrastructure projects.

M.3.4 Project Schedule

a. Completeness, logic, and credibility of the proposed schedule and sequencing of activities.
b. Adequacy of milestones for design, procurement, mobilization, outages, phased installation, commissioning, training, and closeout.
c. Ability of the schedule to meet the required contract completion period while preserving required campus cooling capacity.

M.3.5 Price

a. Reasonableness of the proposed total price in relation to the technical approach and the Government's estimate.
b. Completeness of price support, subcontractor and supplier backing, internal consistency, and balance among cost elements.
c. The Government may consider price risk arising from assumptions, omissions, unclear exclusions, or insufficient support.

M.4 Adjectival ratings for non-price factors

Rating	General meaning
Outstanding	Proposal indicates significant strengths and very low performance risk; the Government has high confidence in successful performance.
Good	Proposal indicates strengths that outweigh weaknesses and low to moderate performance risk; the Government has confidence in successful performance.
Acceptable	Proposal meets requirements and presents no material deficiencies, but contains limited strengths or some moderate performance risk.
Unacceptable	Proposal contains material omissions, deficiencies, or unacceptable risk and is not eligible for award without major revision.