SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 75F40126R00047	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) INVITATION FOR BID ☒ NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 06/16/2026	PAGE 1 OF PAGES 0

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO. OC-2026-133499

7. ISSUED BY CODE DAP

DHHS/FDA/OAGS/DAP
11601 Landsdown St.
13th Floor
North Bethesda MD 20852

8. ADDRESS OFFER TO

9. FOR INFORMATION CALL	a. NAME SHENEIL GREEN	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* 301-796-0675

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: Irvine Exterior Repair at FDA Pacific Southwest Laboratory
Project Location: 19701 Fairchild Rd, Irvine, CA 92612-2506

The U.S. Food and Drug Administration (FDA) Office of Facilities Engineering and Mission Support Services (OFEMS) has a requirement for exterior and interior repair and preventative maintenance of the Pacific Southwest Laboratory building located in Irvine, CA. This requirement has been 100% set-aside for all eligible small businesses. NAICS Code: 238320 – Painting and Wall Covering Contractors, with a Small Business Size Standard of $19.0M applies. Offeror must be registered in SAM.gov and SBA's Small Business Search at time of submission of offer, during evaluation and prior to award.

A site visit is mandatory, please see section B: Instructions to Offerors for specifics.
An offer guarantee is not required. However, Performance and Payment Bonds will be required by the successful offeror.

Construction Wage Rate Davis Bacon (DBA) Decision No. 20260024, dated 05/18/2026 applies and is attached.
Continued ...

11. The Contractor shall begin performance within 0 calendar days and complete it within 180 calendar days after receiving ☐ award, ☒ notice to proceed. The performance period is ☒ mandatory ☐ negotiable. (See PWS.)

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

12b. CALENDAR DAYS 15

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 1200 *(hour)* local time 07/20/2026 *(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 120 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 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 ___120_____ 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. ACKNOWLEDGEMENT 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:

Continued...

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 THE UNITED STATES CODE AT

☐ 10 U.S.C. 3204(a) ( ) ☐ 41 U.S.C. 3304(a) ( )

26. ADMINISTERED BY CODE DAP

DHHS/FDA/OAGS/DAP
11601 Landsdown St.
13th Floor
Attn: Sheneil Green
North Bethesda MD 20862

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* 1 *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)*

LINDA M. FINAN

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery Location Code: 906 FDA 19701 FAIRCHILD IRVINE CA 92612				
100	Mobilization and pre-construction submittals	1	LS		
200	Structural Steel Coating Repairs (Not Separately Priced)	1	LS		
201	Site setup and submittals	1	LS		
202	Surface Preparation (all steel elements per PWS)	1	LS		
203	Coating Application (complete and accepted)	2	LS		
204	Quality control and testing	1	LS		
300	Concrete Crack Repair (Not Separately Priced)	1	LS		
301	Documentation, site setup, and submittals	1	LS		
302	Concrete crack repair (interior and exterior complete)	1	LS		
303	Surface restoration / floor finishes	1	LS		
400	Final inspection, punch list completion, closeout documentation, warranties	1	LS		

REQUEST FOR PROPOSAL

SECTION 1: GENERAL INFORMATION & SUMMARY OF REQUIREMENT

This is a competitive 100% small business set-aside solicitation for construction prepared in accordance with applicable Federal Acquisition Regulation (FAR) Part 36 (Construction and Architect-Engineer Contracts), Part 22 (Labor Standards), and applicable simplified acquisition procedures.

The Solicitation number is 75F40126R00047.
The NAICS Code for this requirement is 238320 – Painting and Wall Covering Contractors.
The small business size standard for this NAICS code is $19.0M. The full table of size standards is available at: https://www.sba.gov/document/support-table-size-standards

Description of Requirement: The U.S. Food and Drug Administration (FDA) Office of Facilities Engineering and Mission Support Services (OFEMS) has a requirement for exterior and interior repair and preventative maintenance of the Pacific Southwest Laboratory building located in Irvine, CA as outlined in the Section C: Performance Work Statement (PWS).

Construction Wage Determination CA20260024 dated 05/18/2026 applies to this requirement.

SECTION 2: PERIOD OF PERFORMANCE

The Contractor shall achieve substantial completion within 180 calendar days after the Notice to Proceed (NTP), followed by a workmanship warranty of 12 months from the date of final acceptance (see 52.246-21, Warranty of Construction).

SECTION 3: CONTRACT LINE ITEMS (CLINs)

CLIN	Sub CLIN	Description	Qty	Unit of Issue	Unit Price	Extended Price
0001	—	Mobilization and pre-construction submittals	1	LS	$	$
0002	—	Structural Steel Coating Repairs				
0002	000201	Site setup and submittals	1	LS	$	$
0002	000202	Surface Preparation (all steel elements per PWS)	1	LS	$	$
0002	000203	Coating Application (complete and accepted)	2	LS	$	$
0002	000204	Quality control and testing	1	LS	$	$
0003	—	Concrete Crack Repair				
0003	000301	Documentation, site setup, and submittals	1	LS	$	$

CLIN	Sub CLIN	Description	Qty	Unit of Issue	Unit Price	Extended Price
0003	000302	Concrete crack repair (interior and exterior complete)	1	LS	$	$
0003	000303	Surface restoration / floor finishes	1	LS	$	$
0004	—	Final inspection, punch list completion, closeout documentation, warranties	1	LS	$	$
		TOTAL				**$**

The Offeror shall complete and submit the pricing schedule provided as Attachment 3, Pricing Schedule. Do not price on this page; pricing submitted on this page will not be evaluated.

Pricing shall be inclusive of all labor, materials, equipment, supervision, overhead, G&A, bonds, permits, mobilization, and profit. The Offeror shall complete and sign the SF 1442 and complete the pricing schedule. Separate any travel and other direct costs into a dedicated CLIN if required.

*Do not price on this page; pricing submitted on this page will not be evaluated. *

Performance and Payment Bonds will be required for this project within 15 calendar days of contract award.

Contract Financing and Payment Disclaimer

This acquisition does not provide for advance payments or upfront project funding. The Government will not prepay for mobilization, materials, equipment, or project startup costs except as specifically authorized under the contract. Payment will be made only for work completed, properly invoiced, and accepted by the Government in accordance with the contract's milestone schedule, progress payment provisions, and inspection/acceptance requirements.

Offerors are responsible for ensuring they possess adequate financial capacity, cash flow, bonding capability, labor resources, and supplier arrangements necessary to perform the work pending Government payment. Submission of an offer constitutes acknowledgment and acceptance of these payment terms.

SECTION 4: POINTS OF CONTACT

4.1 Contracting Officer

The Contracting Officer for this contract is:
L. Maria Finan
U.S. Food and Drug Administration
Email: Linda.Finan@fda.hhs.gov
Phone: 240-402-5712

The Contracting Officer is the only person authorized to: - Modify contract terms, scope, or pricing.

4.2 Contract Specialist

The Contract Specialist for this contract is:
Sheneil Green
U.S. Food and Drug Administration
Email: Sheneil.Green@fda.hhs.gov
Phone: 301-796-0675

The Contract Specialist assists with contract administration but does not have authority to modify contract terms or obligate Government funds.

4.3 Contracting Officer's Representative

The Contracting Officer's Representative (COR) for this contract is:
Ricardo Cotte
U.S. Food and Drug Administration
Email: Ricardo.Cotte@fda.hhs.gov
Phone: 240-393-8339

The Contracting Officer's Representative will oversee and monitor the technical requirements of the contract. The COR will be responsible for handling the Government's inspection of the work and determining acceptability. The COR does not have the authority to modify the contract's terms or obligate Government funds.

4.4 Contractor Points of Contact

The Contractor designated Project Manager / Contracts Manager for this contract is:

Project Manager Name:
Email:
Phone:

Contracts Manager Name:
Email:
Phone:

SECTION 5: CONTRACT CLAUSES

5.1 Clauses Incorporated by Reference

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. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://acquisition.gov
https://acquisition.gov/far-overhaul
https://acquisition.gov/hhsar

52.252-6 Authorized Deviations in Clauses (Nov 2020)
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Health and Human Services Acquisition Regulations or (48 CFR *Chapter 3*) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

Clause No.	Title	Date
52.203-6	Restrictions on Subcontractor Sales to the Government	Jun 2020
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2020
52.203-17	Contractor Employee Whistleblower Rights	Nov 2025
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan 2017
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-10	Reporting Executive Compensation & First Tier Subcontract Awards	Nov 2025
52.204-13	System for Award Management—Maintenance	Nov 2025
52.204-19	Incorporation by Reference of Representation and Certification	Dec 2014
52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Nov 2025
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	Nov 2025
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov 2025

Clause No.	Title	Date
52.212-4	Terms and Conditions – Commercial Products and Commercial Services	Nov 2025 (DEV)
52.219-6	Notice of Total Small Business Set-Aside	Nov 2025
52.219-14	Limitations on Subcontracting	Nov 2025
52.219-28	Post-Award Small Business Program Representation	Nov 2025
52.222-3	Convict Labor	Apr 2026 (RFO DEV)
52.222-35	Equal Opportunity for Veterans	Apr 2026 (DEV)
52.222-36	Equal Opportunity for Workers with Disabilities	Apr 2026 (DEV)
52.222-37	Employment Reports on Veterans	Apr 2026 (DEV)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Apr 2026
52.222-50	Combating Trafficking in Persons	Apr 2026
52.222-54	Employment Eligibility Verification	Apr 2026 (DEV)
52.222-90	Addressing DEI Discrimination by Federal Contractors	Apr 2026 (RFO DEV)
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	Nov 2025
52.223-23	Sustainable Products and Services	Nov 2025
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	May 2024
52.228-5	Insurance – Work on Government Installation	Jan 1997
52.228-15	Performance and Payment Bonds - Construction	Jun 2020
52.229-12	Tax on Certain Foreign Procurements	Nov 2025
52.232-5	Payments Under Fixed-Price Construction Contracts	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	Disputes	Nov 2025 (RFO DEV)
52.233-3	Protest After Award	Nov 2025 (RFO DEV)

Clause No.	Title	Date
52.233-4	Applicable Law for Breach of Contract Claim	Nov 2025 (RFO DEV)
52.236-2	Differing Site Conditions	Aug 2025 (RFO DEV)
52.236-3	Site Investigation and Conditions Affecting the Work	Aug 2025 (RFO DEV)
52.236-5	Material and Workmanship	Aug 2025 (RFO DEV)
52.236-6	Superintendence by the Contractor	Aug 2025 (RFO DEV)
52.236-7	Permits and Responsibilities	Aug 2025 (RFO DEV)
52.236-8	Other Contracts	Aug 2025 (RFO DEV)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	Aug 2025 (RFO DEV)
52.236-10	Operations and Storage Areas	Aug 2025 (RFO DEV)
52.236-11	Use and Possession Prior to Completion	Aug 2025 (RFO DEV)
52.236-12	Cleaning Up	Aug 2025 (RFO DEV)
52.236-13	Accident Prevention	Aug 2025 (RFO DEV)
52.236-15	Schedules for Construction Contracts	Aug 2025 (RFO DEV)
52.236-21	Specifications and Drawings for Construction	Aug 2025 (RFO DEV)
52.240-91	Security Prohibitions and Exclusions	Nov 2025 (RFO DEV)
52.242-13	Bankruptcy	July 1995
52.242-14	Suspension of Work	Apr 1984
52.243-4	Changes	Jul 2025 (RFO DEV)
52.244-6	Subcontracts for Commercial Products and Commercial Services	Nov 2025
52.246-12	Inspection of Construction	Aug 1996

Clause No.	Title	Date
52.246-21	Warranty of Construction	Mar 1994
52.249-2	Termination for Convenience of the Government (Fixed Price)	Apr 2012
52.249-2, Alt I	Termination for Convenience of the Government (Fixed Price)	Sept 1996
52.249-10	Default (Fixed-Price) Construction	Apr 1984
Labor Standards (Davis Bacon)		
52.222-4	Contract Work Hours and Safety Standards – Overtime Compensation	Nov 2025
52.222-6	Construction Wage Rate Requirement	Apr 2026 (DEV)
52.222-7	Withholding of Funds	Apr 2026 (RFO DEV)
52.222-8	Payroll and Basic Records	Apr 2026 (RFO DEV)
52.222-9	Apprentices and Trainees	Apr 2026 (RFO DEV)
52.222-10	Compliance and Copeland Act	Apr 2026 (RFO DEV)
52.222-11	Subcontracts (Labor Standards)	Apr 2026 (DEV)
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	Nov 2025
52.222-15	Certification of Eligibility	May 2014
HHSAR 352.237-75	Key Personnel	Dec 2015

Addendum to RFO 52.212-4 (Construction)

This is a commercial construction acquisition under RFO Part 12 and RFO Part 36.
RFO 52.212-4 applies as the primary terms and conditions clause. For the construction work, the following clauses govern in lieu of the corresponding paragraphs of 52.212-4:
(a) Inspection and acceptance. 52.246-12, Inspection of Construction, governs in lieu of paragraph (b) of 52.212-4.
(b) Payment. 52.232-5, Payments under Fixed-Price Construction Contracts, and 52.232-27, Prompt Payment for Construction Contracts, govern in lieu of paragraph (i) of 52.212-4.

(c) Changes. 52.243-4, Changes, governs changes to the work in lieu of paragraph (d) of 52.212-4.
(d) Disputes. 52.233-1, Disputes, applies in addition to paragraph (e) of 52.212-4.
(e) Warranty. 52.246-21, Warranty of Construction, governs in lieu of the warranty provided at paragraph (o) of 52.212-4.
(f) Termination. 52.249-2, Termination for Convenience of the Government (Fixed-Price), with Alternate I, governs in lieu of paragraph (l) of 52.212-4, and 52.249-10, Default (Fixed-Price Construction), governs in lieu of paragraph (m) of 52.212-4.
All other paragraphs of RFO 52.212-4 remain in effect. Order of precedence is governed by paragraph (r) of 52.212-4.
(End of addendum)

5.2 Clauses Incorporated by Full Text:

52.225-9 Buy American-Construction Materials (Nov 2025) (DEV)

(a) *Definitions*. As used in this clause—
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.
"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a 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.
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. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or
(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.
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.

(b) Domestic preference.
(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 materials, excluding COTS fasteners. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows: None
(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) 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 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;
(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 is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that 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)(3)(i)(A)*(1)* of this clause.
(3) The procedures in paragraph (b)(3)(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 foreign offer of 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)(3)(i)(B)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(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 statute 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)(3) 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)(3)(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 or Balance of Payments Program.
(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)*
Item 1:			
Foreign construction material.	_____	_____	_____
Domestic construction material.	_____	_____	_____
Item 2:			
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.*]

HHSAR 352.203-70 Anti-Lobbying (Dec 2015)

Pursuant to the HHS annual appropriations acts, except for normal and recognized executive-legislative relationships, the Contractor shall not use any HHS contract funds for:

(a) Publicity or propaganda purposes;
(b) The preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself; or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself; or

(c) Payment of salary or expenses of the Contractor, or any agent acting for the Contractor, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.
(d) The prohibitions in subsections (a), (b), and (c) above shall include any activity to advocate or promote any proposed, pending, or future federal, state, or local tax increase, or any proposed, pending, or future requirement for, or restriction on, any legal consumer product, including its sale or marketing, including, but not limited to, the advocacy or promotion of gun control.

HHSAR 352.204-73 Contractor Personnel Security and Agency Access (Feb 2024) (DEV)

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

Agency access means access to HHS facilities, sensitive information, information systems or other HHS resources.

Applicant means a contractor employee for whom the Contractor applies for an HHS identification card.

Contractor employee means a prime contractor and subcontractor employee who requires agency access to perform work under an HHS contract.

Identification card (or "ID card") means a government issued or accepted identification card such as a Personal Identity Verification (PIV) card, a PIV-Interoperable (PIV-I) card from an authorized PIV-1 issuer, or a non-PIV card issued by HHS, or a non-PIV card issued by another Federal agency and approved by HHS. PIV and PIV-1 cards have physical and electronic attributes that other (non-PIV) ID cards do not have.

Issuing office means the HHS entity that issues identification cards to contractor employees.

Local security servicing organization means the HHS entity that provides security services to the HHS organization sponsoring the contract.

(b) *Risk and sensitivity level designations*. For contracts requiring access to HHS facilities, sensitive information, information systems or other HHS resources, contractor employees will be required to complete background investigations, identity proofing, and government identification card application procedures to determine suitability for access. HHS will assign a risk and sensitivity level designation to the overall contract and/or to contractor employee positions by category, group or individual. The risk and sensitivity level designations will be the basis for determining the level of personnel security processing required for contractor employees. The

position sensitivity designation levels that apply will be identified in the contract. The following risk and sensitivity level designations and associated level of processing are required, and each level includes the prior levels—

1. Low risk level: National Agency Check with Written Inquiries (NACI);

2. Moderate risk level: Minimum Background Investigation (MBI); and

3. High risk level: Background Investigation.

(c) *Security clearances.* Contractor employees may also be required to obtain security clearances (*i.e.*, Confidential, Secret, or Top Secret). National Security work designated "special sensitive," "critical sensitive," or "non-critical sensitive," will determine the level of clearance required for contractor employees. Personnel security clearances for national security contracts in HHS will be processed according to the HHS Personnel Security and Suitability Program, HHS Instruction 731-1, and the Department of Defense National Industrial Security Program Operating Manual (NISPOM).

(d) *Pre-screening of contractor employees*. The Contractor must pre-screen individuals designated for employment under any HHS contract by verifying minimal suitability requirements to ensure that only candidates that appear to meet such requirements are considered for contract employment, and to mitigate the burden on the Government of conducting background investigations on objectionable applicants. The Contractor must exercise due diligence in pre-screening all employees prior to submission to HHS for agency access. HHS may decline to grant agency access to a contractor employee for reasons including, but not limited to—

(1) Conviction of a felony, a crime of violence, or a misdemeanor involving moral turpitude;

(2) Falsification of information entered on forms or of other documents submitted;

(3) Improper conduct including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct adverse to the Government regardless of whether the conduct is directly related to the contract; and

(4) Any behavior judged to pose a potential threat to HHS facilities, sensitive information, information systems or other resources.

(e) *Citizenship status*. The Contractor must monitor a non-citizen's continued authorization for employment in the United States. The Contractor must provide documentation to the Contracting Officer or the Contracting Officer's Representative (COR) during the background investigation process that validates that the E-Verify requirement has been met for each contractor employee.

(f) *Background investigation and adjudication*. A contractor employee must have a favorable adjudication of background investigation before HHS will issue an ID card to the contractor employee granting access to HHS facilities, sensitive information, information systems or other HHS resources. HHS may accept favorable adjudications of background investigations from other Federal agencies when applicants have held PIV cards issued by those agencies with no break in service. HHS may also accept PIV-I (Interoperable) cards issued by an authorized PIV-1 issuer as evidence of identity. A favorable adjudication does not preclude HHS from initiating a new investigation when deemed necessary. At a minimum, the FBI National Criminal History Check (fingerprint check) must be favorably completed before an HHS identification card can be issued. Each Contractor must use the Office of Personnel Management's (OPM) e-QIP system, or successor system identified by HHS, to complete any required investigative forms. Instructions for obtaining fingerprints will be provided by the COR or Contracting Officer. The HHS Assistant Secretary for Administration, Program Support Center (PSC), or authorized HHS designee, is responsible for adjudicating the suitability of contractor employees.

(g) *Agency access denied*. Upon contract award, HHS will initiate the agency access procedure for all contractor employees requiring access to HHS facilities, sensitive information, controlled unclassified information, information systems, and other HHS resources for contract performance. HHS may deny agency access to any individual about whom an adverse suitability determination is made. Failure to submit the required security information or to truthfully answer all questions shall constitute grounds for denial of access. The Contractor must not provide agency access to contractor employees until the COR or Contracting Officer provides notice of approval, which is authorized only by the PSC, or authorized HHS designee. Where a proposed contractor employee is denied agency access by the Government or, if for any reason a proposed application is withdrawn by the Contractor during the agency access process, the additional costs and administrative burden for conducting additional background investigations caused by a lack of effective pre-screening or planning on the part of the Contractor may be considered as part of the Contractor's overall performance evaluation.

(h) *Identification card application process*. The COR will be the HHS ID card Sponsor and point of contact for the Contractor's application for an HHS ID card. The COR shall review and approve the HHS ID card application before an ID card is issued to the applicant. An applicant may be issued either a Personal Identity Verification (PIV) card that meets the standards of Homeland Presidential Security Directive (HSPD-12), or an applicant may be issued a non-PIV card. Generally, a non-PIV card will be issued for contracts that expire in six months or less, including option periods. The COR may request the issuing office to waive the six-month eligibility requirement when it is in HHS interest for contract performance. The following applies—

(1) PIV card. The applicant must complete an HHS on-line application for a PIV card;

(2) Non-PIV card. The applicant must complete and submit a hard copy of the necessary form(s) to be provided to Contractor by COR/Sponsor) to the COR/Sponsor; and

(3) Regardless of the type of card to be issued (PIV or non-PIV), the applicant must appear in person to provide two forms of identity source documents in original form to HHS. The identity source documents must come from the list of acceptable documents included in Form F-9, OMB No. 1115-0136, Employment Eligibility Verification. At least one document must be a valid State or Federal government-issued picture identification. For a PIV card, the applicant may be required to appear in-person a second time for enrollment and activation.

(i) *Identification card custody and control*. The Contractor is responsible for the custody and control of all forms of government identification issued by HHS to contractor employees for access to HHS facilities, sensitive information, information systems and other HHS resources. The Contractor shall:

(1) Provide a listing of personnel for whom an identification (ID) card is requested to the COR who will provide a copy of the listing to the card issuing office. This may include Contractor and subcontractor personnel. Follow issuing office directions for submittal of an application package(s).

(2) While visiting or performing work on an HHS facility, as specified by the issuing office or COR, ensure that contractor employees prominently display their ID card.

(3) Immediately notify the COR or, if the COR is unavailable, the Contracting Officer when a contractor employee's status changes and no longer requires agency access (*e.g.*, employee's transfer, completion of a project, retirement, removal from work on the contract, or termination of employment) that may affect the employee's eligibility for access to the facility, sensitive information, or resources.

(4) Promptly deliver to the issuing office: (a) all ID cards assigned to an employee who no longer requires access to the facility; and (b) all expired ID cards within five (5) days of their expiration or all cards at time of contract termination, whichever occurs first.

(5) Immediately report any lost or stolen ID cards to the issuing office and follow its instructions.

(i) The Contractor is responsible for maintaining and safeguarding the HHS ID card upon issuance to the contractor employee. The Contractor must ensure that contractor employees comply with HHS requirements concerning the renewal, loss, theft, or damage of an ID card. The Contractor must immediately notify the COR or, if the COR is unavailable, the Contracting Officer when an ID card is lost, stolen or damaged.

(ii) Failure to comply with the requirements for custody and control of HHS ID cards may result in withholding final payment or contract termination based on the potential for serious harm caused by inappropriate access to HHS facilities, sensitive information, information systems or other HHS resources.

(iii) Specific actions and activities are required in certain events—

(A) *Renewal*. A contractor employee's HHS issued ID card is valid for a maximum of three years or until the contract expiration date (including option periods), whichever occurs first. The renewal process should begin six weeks before the PIV card expiration date. If a PIV card is not renewed before it expires, the contractor employee will be required to sign-in daily for facility access and may have limited access to information systems and other resources.

(B) *Lost/stolen*. Immediately upon detection, the Contractor or contractor employee must report a lost or stolen HHS ID card to the COR, or if the COR is unavailable, the Contracting Officer, the issuing office, or the local servicing security organization. The Contractor must submit an incident report within 48 hours, through the COR or, if the COR is unavailable, the Contracting Officer, the issuing office, or the local security servicing organization describing the circumstances of the loss or theft. The Contractor must also report a lost or stolen PIV card through the HHS on-line registration system. If the loss or theft is reported by the Contractor to the local police, a copy of the police report must be provided to the COR or Contracting Officer. From the date of notification to HHS, the Contractor must wait three days before getting a replacement ID card. During the 3-day wait period, the contractor employee must sign in daily for facility access.

(C) *Replacement*. An ID card will be replaced if it is damaged, contains incorrect data, or is lost or stolen for more than 3 days, provided there is a continuing need for agency access to perform work under the contract.

(D) *Surrender of ID cards*. Upon notification that routine access to HHS facilities, sensitive information, information systems or other HHS resources is no longer required, the Contractor must surrender the HHS issued ID card to the COR, or if the COR is unavailable, the Contracting Officer, the issuing office, or the local security servicing organization in accordance with agency procedures.

(j) *Flow down of clause*. The Contractor is required to include this clause in any subcontracts at any tier that require the subcontractor or subcontractor's employees to have access to HHS facilities, sensitive information, information systems or other resources.

HHSAR 352.208-70 Printing and Duplication (Feb 2026) (RFO DEV)

(a) Unless otherwise specified in this contract, no printing by the Contractor or any subcontractor is authorized under this contract. All printing required must be performed by the Government Printing Office except as authorized by the Contracting Officer. The Contractor must submit camera-ready copies to the Contracting Officer's Representative (COR). The terms “printing” and “duplicating/copying” are defined in the Government Printing and Binding Regulations of the Joint Committee on Printing.

(b) If necessary for performance of the contract, the Contractor may duplicate or copy less than 5,000 production units of only one page, or less than 25,000 production units in aggregate

of multiple pages for the use of a department or agency. A production unit is defined as one sheet, size 8.5 x 11 inches, one side only, and one color. The pages may not exceed a maximum image size of 10 3⁄4 by 14 1⁄4 inches. This page limit applies to each printing requirement and not for all printing requirements under the entire contract.

(c) Approval for all printing, as well as duplicating/copying in excess of the stated limits, must be obtained from the COR who will consult with the designated publishing services office and provide direction to the contractor. The cost of any unauthorized printing or duplicating/copying under this contract will be considered an unallowable cost for which the Contractor will not be reimbursed.

HHSAR 352.223-70 Safety and Health (Dec 2015)

(a) To help ensure the protection of the life and health of all persons, and to help prevent damage to property, the Contractor shall comply with all Federal, State, and local laws and regulations applicable to the work being performed under this contract. These laws are implemented or enforced by the Environmental Protection Agency, Occupational Safety and Health Administration (OSHA) and other regulatory/enforcement agencies at the Federal, State, and local levels.
(1) In addition, the Contractor shall comply with the following regulations when developing and implementing health and safety operating procedures and practices for both personnel and facilities involving the use or handling of hazardous materials and the conduct of research, development, or test projects:
(i) 29 CFR 1910.1030, Bloodborne pathogens; 29 CFR 1910.1450, Occupational exposure to hazardous chemicals in laboratories; and other applicable occupational health and safety standards issued by OSHA and included in 29 CFR part 1910. These regulations are available at *https://www.osha.gov/*.
(ii) Nuclear Regulatory Commission Standards and Regulations, pursuant to the Energy Reorganization Act of 1974 (42 U.S.C. 5801 *et seq.*). The Contractor may obtain copies from the U.S. Nuclear Regulatory Commission, Washington, DC 20555-0001.
(2) The following Government guidelines are recommended for developing and implementing health and safety operating procedures and practices for both personnel and facilities:
(i) Biosafety in Microbiological and Biomedical Laboratories, CDC. This publication is available at *http://www.cdc.gov/biosafety/publications/index.htm*.
(ii) Prudent Practices for Safety in Laboratories (1995), National Research Council, National Academy Press, 500 Fifth Street NW., Lockbox 285, Washington, DC 20055 (ISBN 0-309-05229-7). This publication is available at *http://www.nap.edu/catalog/4911/prudent-practices-in-the-laboratory-handling-and-disposal-of-chemicals*.
(b) Further, the Contractor shall take or cause to be taken additional safety measures as the Contracting Officer, in conjunction with the Contracting Officer's Representative or other appropriate officials, determines to be reasonably necessary. If compliance with these additional safety measures results in an increase or decrease in the cost or time required for performance of any part of work under this contract, the Contracting Officer will make an equitable adjustment in accordance with the applicable “Changes” clause set forth in this contract.

(c) The Contractor shall maintain an accurate record of, and promptly report to the Contracting Officer, all accidents or incidents resulting in the exposure of persons to toxic substances, hazardous materials or hazardous operations; the injury or death of any person; or damage to property incidental to work performed under the contract resulting from toxic or hazardous materials and resulting in any or all violations for which the Contractor has been cited by any Federal, State or local regulatory/enforcement agency. The report citing all accidents or incidents resulting in the exposure of persons to toxic substances, hazardous materials or hazardous operations; the injury or death of any person; or damage to property incidental to work performed under the contract resulting from toxic or hazardous materials and resulting in any or all violations for which the Contractor has been cited shall include a copy of the notice of violation and the findings of any inquiry or inspection, and an analysis addressing the impact these violations may have on the work remaining to be performed. The report shall also state the required action(s), if any, to be taken to correct any violation(s) noted by the Federal, State, or local regulatory/enforcement agency and the time frame allowed by the agency to accomplish the necessary corrective action.
(d) If the Contractor fails or refuses to comply with the Federal, State or local regulatory/enforcement agency's directive(s) regarding any violation(s) and prescribed corrective action(s), the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action (as approved by the Federal, State, or local regulatory/enforcement agencies) has been taken and documented to the Contracting Officer. No part of the time lost due to any such stop work order shall form the basis for a request for extension or costs or damages by the Contractor.
(e) The Contractor shall insert the substance of this clause in each subcontract involving toxic substances, hazardous materials, or hazardous operations. The Contractor is responsible for the compliance of its subcontractors with the provisions of this clause.

HHSAR 352.232-71 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (APR 2026) (RFO DEVIATION)

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

Payment request means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must comply with the requirements in FAR 32.905(b) and the applicable payment clause included in this contract.

(b) *Submission instructions.* Except as provided in paragraph (c) of this clause, the Contractor must submit payment requests electronically using the Department of Treasury Invoice Processing Platform (IPP) or successor system. Information regarding IPP, including IPP Customer Support contact information, is available at www.ipp.gov or any successor site.

(c) *Alternate submission procedures.* The Contractor may submit payment requests using other than IPP only when the Contracting Officer authorizes alternate procedures in writing.

(d) *Submission of alternate payment procedures authorization.* If alternate payment procedures are authorized, the Contractor must include a copy of the Contracting Officer's written authorization with each payment request.

HHSAR 352.239-79 Information and Communication Technology Accessibility (Feb 2024) (DEV)

(a) Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all information and communication technology (ICT) supplies, products, platforms, information, documentation, and services support developed, acquired, maintained or delivered under this contract or order must comply with the Revised 508 Standards, which are located at 36 C.F.R. 1194.1 and Appendices A, B, and C, and are available at https://www.access-board.gov/ict/. Information about Section 508 is available at https://www.hhs.gov/web/section-508/index.html.

(b) Additional Section 508 accessibility standards applicable to this contract or order may be identified in the specification, statement of work, or performance work statement. If it is determined by the Government that ICT supplies, products, platforms, information, documentation, and services support provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies, products, platforms, information, documentation, or services support to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(c) In the event of a modification(s) to this contract or order, which adds new ICT supplies or services or revises the type of, or specifications for, supplies, products, platforms, information, documentation, or services support, the Contracting Officer shall require that the Contractor submit a completed HHS Section 508 Accessibility Conformance Checklist (see *https://www.hhs.gov/web/section-508/accessibility-checklists/index.html*) or an Accessibility Conformance Report (ACR) (based on the Voluntary Product Accessibility Template (VPAT) see https://www.itic.org/policy/accessibility/vpat), and any other additional information necessary to assist the Government in determining that the ICT supplies or services conform to Section 508 accessibility standards. If it is determined by the Government that ICT supplies, products, platforms, information, documentation, and services support provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies, products, platforms, information, documentation, or services support to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(d) If this is an Indefinite-Delivery type contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the task/delivery order requests that include ICT supplies, products, platforms, information, documentation, or services support will define the specifications and accessibility standards for the order. In those cases, the Contractor shall be required to provide a completed HHS Section 508 Accessibility Conformance Checklist (see *https://www.hhs.gov/web/section-508/accessibility-checklists/index.html*) or an ACR (based on the VPAT see https://www.itic.org/policy/accessibility/vpat), and any other additional information

necessary to assist the Government in determining that the ICT supplies, products, platforms, information, documentation, or services support conform to Section 508 accessibility standards. If it is determined by the Government that ICT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies, products, platforms, information, documentation, or services support to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(e) The contractor shall identify to the Contracting Officer any perceived exception or exemption to Section 508 requirements.

FDA Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (JAN 2022)

a. All invoice submissions for goods and/or services must be made electronically through the U.S. Department of Treasury's Invoice Processing Platform System (IPP).
http://www.ipp.gov/vendors/index.htm
b. Invoice Submission for Payment means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in RFO 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Products and Commercial Services included in commercial item contracts. The IPP website address is: https://www.ipp.gov
c. The Agency will enroll Contractors new to IPP. The Contractor must follow the IPP registration email instructions for enrollment to register the Collector Account for submitting invoice requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive a Registration email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3–5 business days of contract award for new contracts or date of modification for existing contracts.
Registration emails are sent via email from ipp.noreply@mail.eroc.twai.gov. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email to IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.
The Contractor POC will receive two emails from IPP Customer Support. The first email contains the initial administrative IPP User ID. The second email, sent within 24 hours of the first, contains a temporary password. You must log in with the temporary password within 30 days.
If your company is already registered to use IPP, you will not be required to re-register.
If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment as authorized by HHSAR 332.7002, a written request must be submitted to the Contracting Officer to explain the circumstances that require the authorization of alternate payment procedures.
d. Invoices that include time-and-materials or labor-hour line items must include supporting documentation to (1) substantiate the number of labor hours invoiced for each labor category, and (2) substantiate material costs incurred (when applicable).

e. Invoices that include cost-reimbursement line items must be submitted in a format showing expenditures for that month and contract cumulative amounts. At a minimum, the following cost information shall be included, in addition to supporting documentation to substantiate costs incurred:

Direct Labor – include all persons, listing the person's name, title, number of hours worked, hourly rate, the total cost per person, and a total amount for this category;
Indirect Costs (i.e., Fringe Benefits, Overhead, G&A, Other Indirects) – show rate, base, and total amount;
Consultants (if applicable) – include the name, number of days or hours worked, daily or hourly rate, and a total amount per consultant;
Travel – include for each trip the name of the traveler, date, destination, transportation costs (including ground transportation separately), and per diem costs;
Subcontractors (if applicable) – include, for each subcontractor, the same data as required for the prime Contractor;
Other Direct Costs – include a listing of all other direct charges to the contract (e.g., office supplies, telephone, duplication, postage); and
Fee – amount as allowable in accordance with the Schedule and FAR 52.216-8 if applicable.

f. Contractor is required to attach an invoice log addendum to each invoice which shall include, at a minimum: (1) a list of all invoices submitted to date under the subject award, including invoice number, amount, and date submitted, as well as corresponding payment amount and date received; (2) total amount of all payments received to date under the subject contract or order; and (3) for definitized contracts or orders only, total estimated amounts yet to be invoiced for the current, active period of performance.

g. Payment of invoices will be made based upon acceptance by the Government of the entire task or the tangible product deliverable(s) invoiced. Payments shall be based on the Government certifying that satisfactory services were provided, and the Contractor has certified that labor charges are accurate.

h. If the services are rejected for failure to conform to the technical requirements of the Order, or any other contractually legitimate reason, the Contractor shall not be paid, or shall be paid an amount negotiated by the CO.

i. Payment to the Contractor will not be made for temporary work stoppage due to circumstances beyond the control of the U.S. Food and Drug Administration such as acts of God, inclement weather, power outages, or temporary closings of facilities at which Contractor personnel are performing. This may, however, be justification for excusable delays.

j. The Contractor agrees that the submission of an invoice to the Government for payment is a certification that the services for which the Government is being billed have been delivered in accordance with the hours shown on the invoices, and the services are of the quality required for timely and successful completion of the effort.

k. Questions regarding invoice payments that cannot be resolved by the IPP Helpdesk should be directed to the FDA Employee Resource and Information Center (ERIC) Helpdesk at 301-827-ERIC (3742) or toll-free 866-807-ERIC (3742); or by email at ERIC@fda.hhs.gov. When emailing, please include the contract number, invoice number and date, your name, phone number, and a detailed description of the issue.

SECTION 6: DESCRIPTION/SPECIFICATION/PERFORMANCE WORK STATEMENT

Performance Work Statement (PWS)
U.S. Food and Drug Administration
Exterior Repair Project
Pacific Southwest Laboratory
19701 Fairchild Rd, Irvine, California 92612

1.0 Introduction

1.1 Purpose and Scope

This construction project is preventative maintenance of building structure to restore appearance, prevent weather-related deterioration, and extend the facility's service life. The project consists of concrete repair work and corrosive-resistive coating on steel.

This Project is located at FDA's Pacific Southwest Laboratory (the facility) at 19701 Fairchild Road in Irvine, CA. The main laboratory Building (IRV-1) is 145,967 GSF and is comprised of three (3) wings with two (2) floors per wing and a partial basement. The chemical shed (IRV-2) annexes the main building is 1000 GSF single story structure.

The summary of construction scope is as:

1.1.1 Apply corrosive-resistive coatings on:

a. Exterior egress stairs: structural members, railings, nosing & tread, soffits, underside of stairs, connecting bridge and its soffit.
b. Sunshades on the south elevation of the building.
c. Access stairs on the roof: stringers and railings.
d. Main entrance canopy: Vertical and horizontal structural members and roof deck soffit.
e. Chemical storage shed canopy: Vertical and horizontal structural members, railings, gates, and roof deck soffit.

1.1.2 Concrete crack repair: There is no structural crack repair scope in the project and IFC documents. All repairs are non-structural as delineated in the documents. Disregard all references to allowances for structural crack repairs contained in these documents. Section 01 21 00 – Allowances of the Project Manual is not applicable to this project and shall not be considered part of the contract requirements.

a. Exterior: Repair of all exterior concrete cracks part of the building envelope visible from 3 feet away and longer than 24 inches.
b. Interior:
    i. Repair of all visible and accessible interior cracks in concrete walls and columns
    ii. Repair of all visible and accessible cracks in concrete slab.
    iii. Replacement of damaged resilient flooring at cracked slab locations.

The construction shall have little or no impact on building operations and occupancy and is expected to be completed within 180 calendar days of notice to proceed.

2.0 Background

The facility was designed in late 1999 and construction was completed in 2005. The structural

system is hybrid of concrete walls and steel frame system. The building houses laboratory and offices. Besides the main laboratory office building, the facility has a guard house and Chemical storage shed structure.

The facility is located approximately 5 miles from Pacific Ocean. The climatic and geographical condition of Southern California has resulted to rust and paint delamination on exposed steel stairs and structural elements. The preventive coating on these were repaired in 2015 and there are signs of that effort failing in various locations.

The concrete structure is developing hairline cracks. FDA used GSA to hire structural engineering team to perform detailed seismic assessment and non-structural tier 1 screening. They determined that the structure was sufficient, and no additional structural retrofit was needed. The study delivered drawings and specifications to repair cracks which will prevent weathering of concrete structure in this climate.

Applicable Documents

2.1 Reference Documents

The Contractor shall review, become familiar with the following documents attached to this PWS. These documents help define the area of work.

- Original Building elevation drawings A3.1, A3.2, and A3.3
- Original Building floor plans
- Original construction specifications 09810 Special Coating
- Original construction specifications 09900 Painting
- FDA IRV Seismic IFC Drawings.
- FDA IRV Seismic IFC Project Manual: Section 01 21 00 – Allowances of the IFC Project Manual is not applicable to this project and shall not be considered part of the contract requirements.
- Phase 2 report: Detailed Seismic Assessment and Nonstructural Tier 1 Screening
- Seismic Evaluation and Structural Condition Assessment.

2.2 Governing Regulations

The Contractor shall comply with, but not limited to, following these regulations.

- OSHA safety requirements for construction work
- EPA and local environmental regulations
- AMPP (Association for Materials Protection and Performance) standards
- MPI (Master Painting Institute) standards
- ACI (American Concrete Institute) standards for concrete repair
- ASTM standards for materials and testing
- VOC regulations for coatings
- Lead and hazardous material regulations (if applicable)
- Local and state regulations.

3.0 Site Conditions and Constraints

3.1 Access and Logistics

The facility will remain fully operational during construction. Contractors must comply with facility security protocols, including background checks and clearances for all personnel. Work in occupied areas requires coordination with facility management to minimize disruption to laboratory operations. All personnel, equipment, and materials are subject to inspection and must follow established access procedures.

Contractors shall identify staging and storage areas in coordination with FDA facility management prior to mobilization. All existing utilities near repair areas, including electrical, water, gas, and communication infrastructure, must be located and protected. Contractors shall conduct a pre-construction site visit to assess access routes, identify constraints, and develop a logistics plan that maintains safe circulation around the facility during both exterior and interior repair work.

3.2 Environmental Conditions

All exterior coating work shall be performed within manufacturer-specified environmental parameters necessary to achieve proper curing and adhesion. Application shall occur only when ambient and surface conditions comply with the coating manufacturer's published requirements. The Contractor shall continuously monitor environmental conditions and schedule work accordingly.

The Contractor shall incorporate anticipated seasonal weather conditions, coastal humidity, marine layer, fog, rain events, and curing limitations into the project schedule and price proposal. Temporary protection, environmental controls, or other measures necessary to maintain acceptable application conditions shall be the Contractor's responsibility.

4.0 Requirements

4.1 Structural Steel Coating Repairs

The Contractor shall prepare all steel surfaces in accordance with SSPC-SP2 (Hand Tool Cleaning) and SSPC-SP3 (Power Tool Cleaning) standards. All loose mill scales, rust, coating, and foreign matter shall be removed. Prepared surfaces shall be free of oil, grease, dirt, rust, loose mill scale, and loose or poorly adhering paint.

The Contractor shall provide all coating materials (primer, intermediate coat, and topcoat) from the same manufacturer to ensure chemical compatibility. The coating system shall be from same manufacture and per manufacturer's recommendation, which consists of the following:

A. Primer:
   a. MPI #19 Primer, Zinc Rich, Inorganic, OR
   b. MPI # 20 Primer, Zinc Rich, Epoxy, OR
   c. MPI #101 Primer, Epoxy, Anti-Corrosive, for Metal
B. Intermediate Coat:
   a. MPI #108 Epoxy, High Build, Low Gloss, matching topcoat color

C. Topcoat:

a. MPI # 72 Polyurethane, Two-Component, Pigmented, Gloss (MPI Gloss Level 6-7)
b. MPI #77 Epoxy, Gloss
c. MPI #98 Epoxy, High Build, Gloss

All coatings shall be color-matched to existing adjacent surfaces. The Contractor shall apply all coatings in accordance with manufacturer's specifications. Each coat shall achieve the manufacturer's recommended dry film thickness and coverage rate. Adequate drying and curing time shall be allowed between coats per manufacturer's requirements.

4.1.1 Exterior Stairs

All rust and corrosion shall be removed to meet the required cleanliness standard. The Contractor shall perform compatibility testing of existing coatings to determine adhesion characteristics and inform surface preparation requirements.

The Contractor shall apply coating systems as specified in the project drawings and specifications. Prime coat application shall follow manufacturer's specifications for surface preparation, application temperature, humidity conditions, and film thickness. Finish coats shall be applied at the specified thickness and coverage rates, with adequate curing and drying time between coats as required by the manufacturer. The Contractor shall perform quality control testing including adhesion tests and dry film thickness measurements at frequencies specified in the project requirements. All test results shall be documented and submitted to the Contracting Officer's Representative (COR) for approval.

4.1.2 Sunshades

The Contractor shall provide appropriate access equipment and fall protection systems compliant with OSHA requirements for all elevated work on sunshade structures. All personnel working at heights shall be properly trained and equipped with personal fall arrest systems. The Contractor shall prepare sunshade surfaces through approved cleaning procedures to remove contaminants, followed by surface preparation methods appropriate for the existing substrate and coating condition.

The Contractor shall protect all adjacent surfaces, windows, building elements, and landscaping from overspray, drips, and coating materials through use of masking, drop cloths, and other appropriate protection methods. All protection materials shall remain in place until coating work is complete, and surfaces are fully cured.

4.1.3 Entry Canopy & Shed canopy

The Contractor shall provide appropriate access equipment and fall protection systems compliant with OSHA requirements for all elevated work. Any structural deficiencies shall be reported immediately to the COR. The coating system shall meet specified performance requirements including UV resistance and weatherability appropriate for coastal exposure conditions in Irvine, California.

The Contractor shall use application methods and equipment approved by the coating manufacturer and suitable for the canopy configuration. All work shall be scheduled with facility management and building security. The Contractor shall protect building entrances and occupied areas below the canopy from debris, coating materials, and water runoff during all phases of work.

4.2 Concrete Crack Repair

4.2.1 Exterior Wall Repairs

The Contractor shall repair exterior concrete wall cracks as indicated in the project drawings and in accordance with the project specifications.

The project documents were developed by GSA on behalf of FDA. Accordingly, any references to GSA within the project documents shall be interpreted as references to the Government, specifically FDA, for purposes of contract administration and performance.

In the event of any conflict, discrepancy, or ambiguity within the contract documents, the FDA CO shall make the final determination.

Prior to commencing repair work, the Contractor shall map and document all cracks, including crack width measurements and classifications. Documentation shall be submitted to the COR for review and approval before proceeding with repairs. The Contractor shall perform all surface preparation, crack repair methods, material applications, and surface protection as specified in the project documents.

4.2.2 Interior Floor Repairs

The Contractor shall repair interior concrete floor slabs on grade as indicated on the project drawings and in accordance with the project specifications. Prior to commencing repairs, the Contractor shall document existing conditions through photographs and written descriptions. The Contractor shall evaluate all cracks and submit findings to the COR for structural assessment and repair method approval.

The Contractor shall perform all surface preparation, grinding, leveling, and repair material applications as specified in the project documents. Dust control and containment measures shall be implemented throughout all interior work to protect occupied laboratory spaces, adjacent finishes, and equipment. Floor finish restoration or coating application shall be performed as specified. The Contractor shall observe all curing time requirements and implement traffic restrictions as required by repair material manufacturers and project specifications. All work shall be coordinated with facility operations to minimize disruption.

5.0 Performance Standards

5.1 Quality Requirements

The Contractor shall perform all work in accordance with industry-standard workmanship practices for coating application and concrete repair. The COR shall inspect and approve surface preparation prior to coating application.

All coating applications shall achieve the specified dry film thickness and coverage requirements as indicated in the project specifications. Concrete repair materials shall meet the performance specifications provided in the project documents. The Contractor shall conduct visual inspections of all completed work and perform testing and verification using methods specified in the project documents, including adhesion testing and dry film thickness measurements. All inspection and test results shall be documented and submitted to the COR for approval.

5.2 Durability and Warranty
The Contractor shall provide materials and workmanship that achieve the expected service life specified in the project documents for both coating systems and concrete repairs. The Contractor shall submit all material manufacturer warranties for coating systems and concrete repair materials to the COR prior to application.

The Contractor shall warrant all workmanship for a period of one year from the date of final acceptance. The warranty shall cover defects in workmanship including coating failures, inadequate surface preparation, improper material application, and concrete repair failures. The Contractor shall repair or replace any defective work at no additional cost to the Government during the warranty period.

5.3 Safety and Environmental Compliance
The Contractor shall provide OSHA-compliant fall protection systems and scaffolding for all work at heights. All personnel shall be properly trained in fall protection and scaffold safety. The Contractor shall implement containment measures for all debris, coating materials, abrasive blasting media, and concrete dust to prevent contamination of adjacent areas and the environment.

The Contractor shall conduct air quality monitoring if required by OSHA regulations or project specifications, particularly during work in occupied laboratory spaces. All waste materials, including coating residues, solvents, contaminated materials, and concrete debris, shall be disposed of in accordance with federal, state, and local environmental regulations. The Contractor shall implement recycling programs where feasible and maintain waste disposal documentation.

The Contractor shall develop and implement spill prevention and response procedures for all hazardous materials used on the project. Spill kits shall be readily available at all work locations. Any spills shall be immediately contained, cleaned up, and reported to the COR and facility management in accordance with FDA protocols and applicable regulations.

6.0 Work Phases and Sequencing

6.1 Phase 1: Preparation and Mobilization
The Contractor shall establish site setup and implement protection measures for existing facilities, landscaping, and building elements prior to commencing work. All submittals, including product data, compatibility testing results, safety plans, and quality control procedures, shall be

submitted to the COR for review and approval before proceeding with subsequent phases.

The Contractor shall prepare mock-ups or test sections as required by the project specifications to demonstrate surface preparation techniques, coating application methods, and concrete repair procedures. Mock-ups shall be reviewed and approved by the COR before full-scale work begins. The Contractor shall procure all materials and coordinate delivery schedules to ensure materials are on-site and approved prior to the start of each work phase.

6.2 Phase 2: Structural Steel Coating Work
The Contractor shall sequence steel coating work by building element as approved by the COR. Work shall proceed in a logical sequence that minimizes disruption to building operations and allows for efficient use of access equipment and fall protection systems.

The Contractor shall coordinate all exterior coating work with facility management to minimize impact on laboratory operations, building access, and parking areas. All coating work shall be scheduled in accordance with weather-dependent requirements specified in Section 3.2 Environmental Conditions. The Contractor shall monitor weather forecasts and adjust the work schedule as necessary to ensure coating applications occur within specified environmental parameters.

6.3 Phase 3: Concrete Repair Work
The Contractor shall coordinate interior and exterior concrete repair work to maximize efficiency while maintaining facility operations. Interior work shall be scheduled in coordination with facility management to minimize disruption to laboratory activities and maintain required access to all areas.

The Contractor shall manage occupancy and access requirements by coordinating work schedules, implementing appropriate barriers and signage, and maintaining safe pedestrian routes. All concrete repair areas shall be protected during curing periods in accordance with manufacturer requirements and project specifications. Traffic restrictions shall be enforced until repairs have achieved adequate strength for the intended use.

6.4 Phase 4: Final Inspection and Closeout
The Contractor shall conduct a comprehensive inspection of all completed work with the COR to develop a punch list of deficiencies or incomplete items. All punch list items shall be completed within the timeframe specified by the COR.

The Contractor shall perform final cleaning of all work areas and restore the site to its original condition or better. All protection materials, debris, equipment, and excess materials shall be removed from the site. The Contractor shall submit all required closeout documentation including as-built documentation, test results, quality control reports, material warranties, and workmanship warranty information to the COR for final acceptance.

7.0 Deliverables

7.1 Pre-Construction Submittals

The Contractor shall submit the following items to the COR for review and approval prior to commencing work:

A. Detailed work plan and project schedule showing all phases of work, sequencing, milestones, and coordination with facility operations.
B. Product data sheets and material certifications for all coating systems, concrete repair materials, sealants, and other products proposed for use on the project.
C. Site-specific safety plan addressing fall protection, scaffolding, chemical storage area work protocols, dust control, ventilation requirements, and emergency procedures in accordance with OSHA regulations and FDA facility requirements.
D. Quality control plan detailing inspection procedures, testing methods, acceptance criteria, documentation requirements, and frequency of testing for both coating and concrete repair work.
E. Mock-up or test section results demonstrating surface preparation methods, coating application techniques, and concrete repair procedures as required by the project specifications.

7.2 During Construction

The Contractor shall submit the following documentation throughout the duration of the project:

A. Daily work logs and progress reports documenting work performed, areas completed, personnel on-site, and any issues or delays encountered.
B. Material batch certifications and test reports for all coating materials and concrete repair products delivered to the site.
C. Coating thickness measurements and inspection reports documenting dry film thickness readings, adhesion test results, surface preparation acceptance, and compliance with specifications.
D. Photographic documentation showing conditions before work begins, work in progress, and completed work for all repair areas. Photos shall be dated and clearly labeled with location information.
E. Weather condition logs recording ambient temperature, surface temperature, relative humidity, and dew point at the start of work, every two hours during coating application, and at the end of each workday.
F. Any deviations from approved submittals, change requests, or unforeseen conditions requiring COR approval before proceeding.

7.3 Project Closeout

The Contractor shall submit the following documentation upon completion of all work:

A. Final inspection report with comprehensive photographic documentation of all completed repairs and coating applications.
B. As-built drawings showing actual locations of all concrete repairs, crack repairs, and coating work performed, including any deviations from original design documents.
C. Material warranties and certifications from manufacturers for all coating systems and concrete repair materials used on the project.

D. Maintenance and care instructions for all coating systems and repaired concrete surfaces, including recommended cleaning methods, inspection intervals, and touch-up procedures.
E. Final project report summarizing all work performed, materials used, testing results, and any issues encountered and resolved during construction.
F. Warranty documents including material manufacturer warranties and Contractor workmanship warranties as specified in Section 5.2.

All closeout documentation shall be submitted in both hard copy and electronic format (PDF) and shall be organized in a manner approved by the COR.

Deliverables Summary

Phase	Deliverable	Timing
Prior to Performance	Detailed work plan and project schedule	Within 30 days of contract award; updated within 10 days of NTP; and as required
Prior to Performance	Product and material submittals	Within 30 days of contract award
Prior to Performance	Kickoff meeting	Initial upon contract award and then 15 days after NTP
Prior to Performance	Site-specific safety plan	At NTP kickoff meeting
Prior to Performance	Quality control plan	At NTP kick of meeting
Prior to Performance	Mock-up or test section results	Before full-scale work
Prior to Performance	Permits, licenses, insurance, and bonding certificates	As required by the contract
Prior to Performance	Personnel/security information for site access	Within 15 days of contract award
During Performance	Daily work logs and progress reports	Throughout performance
During Performance	Material batch certifications and test reports	As materials are delivered/used
During Performance	Coating thickness measurements and inspection reports	During coating work
During Performance	Adhesion test results	During coating work
During Performance	Surface preparation acceptance documentation	Before coating application
During Performance	Photographic documentation	Before, during, and after repair areas
During Performance	Weather condition logs	During exterior coating work
During Performance	Deviations, change requests, or unforeseen condition notices	IAW section 01 25 00 of Specifications
During Performance	Corrective action plans for nonconforming work	Within 48 hours of identification

Phase	Deliverable	Timing
During Performance	Incident/accident/property damage reports	Within 24 hours of occurrence
After Performance	Final inspection report	At completion
After Performance	Final photographic documentation	Within 10 days of final inspection acceptance
After Performance	As-built drawings/record documents	Within 10 days of final inspection acceptance
After Performance	Material warranties and certifications	Within 10 days of final inspection acceptance
After Performance	Maintenance and care instructions	Within 10 days of final inspection acceptance
After Performance	Final project report	Within 10 days of final inspection acceptance
After Performance	Contractor workmanship warranty	Within 10 days of final inspection acceptance
After Performance	Waste disposal/environmental documentation	Within 10 days of final inspection acceptance
After Performance	Complete closeout package in hard copy and PDF	Within 10 days of final inspection acceptance

8.0 Government-Furnished documents

The Government will provide the following items to the Contractor:

A. Building access and keys as necessary to perform the work. The Contractor shall coordinate access requirements with facility management and comply with all security protocols.
B. Existing building drawings and specifications for reference purposes. The Contractor is responsible for verifying existing conditions and shall not rely solely on provided documents for accuracy.
C. Previous inspection and testing reports, if available, for informational purposes only. The Contractor shall conduct independent assessments as required by the project specifications.
D. Utilities including water and electricity for Contractor use during construction. The Contractor shall coordinate utility connection locations with facility management and shall be responsible for any temporary distribution required beyond connection points.
E. Designated staging and storage areas as coordinated with facility management. The Contractor shall maintain these areas in a clean and organized condition throughout the project duration.

The Government makes no warranty regarding the accuracy or completeness of furnished information. The Contractor shall verify all existing conditions and notify the COR immediately of any discrepancies.

9.0 Contractor-Furnished items

The Contractor shall furnish all items necessary to complete the work as specified in the project documents, including but not limited to:

A. The Contractor shall provide all labor, materials, equipment, and tools required to perform the work. All materials shall be new and of specified quality. All personnel shall be qualified and experienced.
B. The Contractor shall provide OSHA-compliant scaffolding, aerial lifts, and access equipment suitable for all work locations. Equipment operators shall be properly trained and certified.
C. The Contractor shall provide fall protection systems including personal fall arrest equipment, guardrails, safety nets, and related equipment compliant with OSHA regulations. All equipment shall be regularly inspected and maintained.
D. The Contractor shall provide power washing equipment, abrasive blasting equipment and media, hand and power tools, grinding equipment, and all consumables necessary to achieve specified surface preparation standards.
E. The Contractor shall provide spray equipment, brushes, rollers, mixing equipment, and accessories required to achieve specified coating thickness and quality.
F. The Contractor shall provide calibrated testing equipment including dry film thickness gauges, adhesion testers, environmental monitoring instruments, and crack measurement tools. Current calibration certificates shall be provided upon request.
G. The Contractor shall provide masking materials, drop cloths, barriers, dust containment systems, ventilation equipment, and all materials necessary to protect occupied spaces and adjacent areas during work.
H. The Contractor shall obtain all required permits and licenses for the work in compliance with federal, state, and local regulations. Copies shall be submitted to the COR prior to commencing work.
I. The Contractor shall provide insurance and bonding as specified in the contract documents, including general liability, workers' compensation, and performance and payment bonds. Certificates shall be submitted to the COR prior to work commencement.

10.0 Special Requirements

10.1 Building Operations Coordination

The Contractor shall coordinate all work activities with facility management to minimize disruption to laboratory operations. Work hours shall be restricted to 7:00 AM to 5:00 PM, Monday through Friday unless otherwise approved by the COR. The Contractor shall limit noise and odor-generating activities in accordance with facility requirements and shall schedule particularly disruptive work during periods of minimal building occupancy.

The Contractor shall coordinate access to all work areas with building occupants and facility management. All emergency egress routes shall be maintained at all times, and alternative egress paths shall be established if primary routes are temporarily obstructed. The Contractor shall provide advance notification to facility management and building occupants at least 48

hours prior to any disruptive activities including abrasive blasting, coating application, concrete grinding, or work that may generate significant noise, odors, or dust.

10.2 Protection Measures
The Contractor shall protect all adjacent surfaces, windows, doors, and building elements from damage during surface preparation and coating operations. Protection shall include masking, drop cloths, barriers, and other appropriate materials. All HVAC intakes shall be protected during coating work to prevent contamination of building air systems.

The Contractor shall protect existing landscaping and site features including plants, irrigation systems, paving, and site furnishings. Damaged landscaping or site features shall be repaired or replaced at the Contractor's expense. The Contractor shall manage vehicle and pedestrian traffic to maintain safe circulation around the facility, including provision of temporary walkways, signage, and barriers as necessary.

10.3 Environmental Controls
The Contractor shall implement dust control measures during all surface preparation and concrete repair activities. Measures shall include water suppression, vacuum systems, containment barriers, and other methods appropriate for work in occupied laboratory facilities. The Contractor shall prevent overspray during coating application through proper equipment selection, containment systems, and weather monitoring.

The Contractor shall implement stormwater pollution prevention measures in accordance with applicable regulations, including protection of storm drains, containment of wash water, and proper disposal of contaminated runoff. All waste materials shall be segregated by type and disposed of in accordance with federal, state, and local environmental regulations. Hazardous waste shall be properly labeled, stored, and disposed of through licensed waste haulers.

The Contractor shall control VOC emissions during coating application in accordance with California Air Resources Board regulations and local air quality management district requirements. Low-VOC or compliant coating products shall be used as specified in the project documents.

10.4 Quality Control and Testing
The Contractor shall engage an independent testing laboratory, if required by the project specifications, to perform material testing and quality verification. All testing shall be performed at the Contractor's expense unless otherwise specified.

The Contractor shall perform coating adhesiontesting in the filed per ASTM D3359, *Standard Test Methods for Measuring Adhesion by Tape Test* which states: “for large structures make sufficient tests to ensure that the adhesion evaluation is representative of the whole surface.” The required frequency or amount of these tests will be done using a tiererd approach (e.g., test at a greater frequency early in the coating process and analyze the results).

If the test deviation is minor, perform less frequent testing. However, if there is a high degree of test failures, more frequent testing may be necessary after corrective action(s) have been implemented. This testing approach will be applicable to each type of substrate or location on the building (e.g., stairs, guardrails, sunscreens, etc.). Results shall be witnessed by the COR or a designated representative on site.

Concrete repair materials shall be tested in accordance with applicable ASTM standards and manufacturer requirements. The Contractor shall verify surface preparation compliance with specified SSPC standards prior to coating application.

The following Government inspection hold points are established. The Contractor shall not proceed beyond these points without COR approval:

A. Surface preparation completion prior to coating application
B. Primer coat application prior to subsequent coats
C. Coating adhesion and film thickness tests
D.. Concrete crack repair completion prior to surface sealing
E. Final inspection prior to project closeout.

The Contractor shall notify the COR at least 24 hours in advance when work is ready for inspection at hold points.

11.0 Period of Performance

The Contractor shall achieve substantial completion within 180 calendar days after issuance of the Notice to Proceed. The Contractor shall account for normal seasonal weather conditions and anticipated environmental constraints in development of the baseline project schedule. Time extensions will be considered only in accordance with the contract terms for unforeseeable delays, including unusually severe weather.

12.0 Place of Performance

All work shall be performed on-site at the FDA Pacific Southwest Laboratory, 19701 Fairchild Road, Irvine, California. The Contractor shall report to facility management upon arrival and comply with all site access procedures. Specific work locations and boundaries are indicated on the project drawings. Allowable working hours are 7:00AM to 5:00PM, Monday through Friday, unless otherwise approved by the COR. No work shall be performed on federal holidays without prior written approval.

13.0 Security requirements

The Contractor shall submit a site-specific safety plan addressing fall protection, chemical exposure, dust control, and emergency procedures in compliance with OSHA and FDA requirements. All personnel shall undergo background checks as required by FDA security protocols. Personnel information shall be submitted within 15 calendar days of contract award.

All personnel shall obtain proper identification badges and comply with escort procedures as

directed by facility management. The Contractor shall maintain Safety Data Sheets (SDS) for all materials on-site and comply with hazard communication requirements. Emergency contact information for the project superintendent and safety officer shall be provided to facility management and the COR.

All incidents, accidents, injuries, and property damage shall be reported immediately to facility management and the COR. Written incident reports shall be submitted within 24 hours.

All Contractor personnel requiring access to FDA facilities must undergo background investigations.

Background investigations will be conducted by the Defense Counterintelligence and Security Agency (DCSA) in accordance with FDA Security Clearance Standards (See Attachment 5).

The Risk Designation for this contract is **Tier 1 -** Low risk level: National Agency Check with Written Inquiries (NACI).

The Contractor shall ensure compliance with all security requirements, Personal Identity Verification (PIV) card requirements, and other security measures as instructed by the Agency.

The Contractor shall ensure compliance with security requirements, common access card requirements, and all other security measures instructed by the Agency.

14.0 Quality Assurance Surveillance plan

The Government will conduct inspections at the following points: pre-construction meeting, surface preparation completion, primer coat application, intermediate and finish coat application, concrete repair completion, and final inspection. The Contractor shall notify the COR at least 24 hours in advance when work is ready for inspection at hold points. Work shall not proceed beyond hold points without COR approval.

- Surface Preparation Acceptance: Surfaces shall meet specified SSPC-SP cleanliness levels and be free of contaminants.

- Coating Application Acceptance: Coatings shall achieve specified dry film thickness with uniform coverage and meet ASTM D3359 adhesion requirements.

- Concrete Repair Acceptance: Repairs shall be properly bonded with no voids or delamination and meet specified strength requirements.

- The Contractor shall perform testing as specified in the project documents. Non-conforming work shall be corrected at the Contractor's expense. The Contractor shall submit corrective action plans within 48 hours of identification. Final acceptance will be granted when all work is complete, punch list items are resolved, testing requirements are satisfied, and closeout documentation is approved.

PWS ATTACHMENTS:

Attachment #	Title	Date
1	IRV Exterior Repair_Seismic Design_IFC	05/18/2026
2	IRV Exterior Repair_Site Plans	05/18/2026

SECTION 7 – WAGE DETERMINATION

The applicable Construction Wage Determination is CA20260024, Modification #3, dated 05/18/2026, covering Orange County in California. The full Wage Determination is attached as Attachment #4.

SECTION 8 – ATTACHMENTS

The following documents are attached to and made part of this solicitation:

Attachments to the Performance Work Statement and to be incorporated into the resultant contract		
Attachment #	**Title**	**Date**
1	IRV Exterior Repair_Seismic Design_IFC	05/18/2026
2	IRV Exterior Repair_Site Plans	05/18/2026
3	Pricing Schedule	05/18/2026
4	Wage Determination CA20260024 Mod 03	05/18/2026
5	FDA Contractor Security Clearance Standards	10/2017
Attachments to the Solicitation only		
6	Past Performance Questionnaire (PPQ)	05/18/2026
7	RFP Question & Answer Template	05/18/2026

SECTION A SOLICITATION PROVISIONS

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/these address(es):

https://acquisition.gov
https://acquisition.gov/far-overhaul
https://acquisition.gov/hhsar

52.252-5 Authorized Deviation in Provisions (Nov 2020)
(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation or contract of any Department of Health and Human Services Acquisition Regulations or (48 CFR *Chapter 3*) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

Provision No.	Title	Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sept 2024
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation	Jan 2017
52.204-7	System for Award Management—Registration	Nov 2025 (DEV)
52.212-2	Evaluation – Commercial Products and Services (see Section C for factors, subfactors, and methodology)	Marc 2026 (DEV)
52.225-10	Notice of Buy American Requirement – Construction Materials	May 2014
52.229-11	Tax on Certain Foreign Procurements – Notice and Representation	Nov 2025
52.233-2	Service of Protest	Nov 2025 (DEV)
52.237-1	Site Visit	April 1984
52.240-90	Security Prohibitions and Exclusions Representations and Certifications	Nov 2025 (DEV)

Provisions Incorporated by Full Text

HHSAR 239-78 Information and Communication Technology Accessibility Notice (Feb 2024) (DEV)

(a) Any offeror responding to this solicitation must comply with established HHS Information and Communication Technology (ICT) accessibility standards. Information about Section 508 is available at https://www.hhs.gov/web/section-508/index.html.

(b) The Section 508 accessibility standards applicable to this solicitation are stated in the clause at 352.239-79 Information and Communication Technology Accessibility. In order to facilitate the Government's determination whether proposed ICT supplies, products, platforms, information, and documentation meet applicable Section 508 accessibility standards, offerors must submit an appropriate HHS Section 508 Accessibility Conformance Checklist (see *https://www.hhs.gov/web/section-508/accessibility-checklists/index.html*) or an Accessibility Conformance Report (ACR) (based on the Voluntary Product Accessibility Template (VPAT) see https://www.itic.org/policy/accessibility/vpat), in accordance with the completion instructions. The purpose of the checklists and conformance reports are to assist HHS acquisition and program officials in determining whether proposed ICT supplies, products, platforms, information, and documentation conform to applicable Section 508 accessibility standards. Checklists and ACRs evaluate—in detail—whether the ICT conforms to specific Section 508 accessibility standards and identifies remediation efforts needed to address conformance issues.

(c) If an offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, *i.e.*, after award of a contract or order, that supplies, products, platforms, information, documentation, or services support delivered do not conform to the described accessibility standards, remediation of the supplies, products, platforms, information, documentation, or services support to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

(d) In order to facilitate the Government's determination whether proposed ICT supplies meet applicable Section 508 accessibility standards, offerors must submit an Accessibility Conformance Report, in accordance with its completion instructions and tailored to the requirements in the solicitation. The purpose of the Report is to assist HHS acquisition and program officials in determining whether proposed ICT supplies conform to applicable Section 508 accessibility standards. The template allows offerors or developers to self-evaluate their supplies and document, in detail, whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues. Instructions for preparing the HHS Section 508 Evaluation Template are available at https://Section508.gov/.

(e) In order to facilitate the Government's determination whether proposed ICT services meet applicable Section 508 accessibility standards, offerors must provide enough information to assist the Government in determining that the ICT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance

issues.

(f) Respondents to this solicitation must identify any inability to conform to Section 508 requirements. If an offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies or services delivered do not conform to the described accessibility standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

(g) Items delivered as electronic content must be accessible to HHS acceptance criteria. Checklist for various formats are available at http://508.hhs.gov/. Materials, other than items incidental to contract management, that are final items for delivery should be accompanied by the appropriate checklist, except upon approval of the Contracting Officer or Contracting Officer's Representative.

Offeror Representations and Certifications Instructions

Offerors shall complete only the representations and certifications identified in this section. Where representations are maintained in the System for Award Management (SAM), the Offeror affirms that its SAM record is current, accurate, and complete as of Offer submission. The Offeror's responses shall be consistent with its SAM registration; however, this representation is required for solicitation compliance.

System for Award Management
The Offeror represents that it is registered in SAM and that the registration is active and current.
☐ Yes ☐ No

Annual Representations and Certifications
The Offeror has completed the annual representations and certifications electronically via SAM.
☐ Yes ☐ No

Small Business Representation (NAICS 238320)
NAICS Code: 238320
NAICS Title: Painting and Wall Covering Contractors
Size Standard: $19.0 million
The Offeror represents its business size status for NAICS 238320:

☐ Small Business (meets the $19.0M size standard)
☐ Other Than Small Business

If "Small Business" is selected, indicate all applicable categories (check all that apply):

☐ Small Disadvantaged Business (SDB)
☐ Women-Owned Small Business (WOSB)
☐ Economically Disadvantaged Women-Owned Small Business (EDWOSB)
☐ HUBZone Small Business
☐ Service-Disabled Veteran-Owned Small Business (SDVOSB)
☐ Veteran-Owned Small Business (VOSB)

Certification
The Offeror certifies that:
- Its size status for NAICS 238320 is accurate as of the date of offer; and
- Its representations are consistent with its current SAM registration.

☐ Yes ☐ No
The Government will rely on the Offeror's SAM registration for validation of size and socioeconomic status; however, this representation is required for proposal evaluation,

reporting, and contract administration purposes.

FAR 52.203-2 Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-
(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
(i) Those prices;
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.
(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)
(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]*;
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.
(End of provision)

FAR 52.209-5 Certification Regarding Responsibility Matters (April 2026) (DEV)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals—
(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied. Federal taxes are considered delinquent if both of the following criteria apply:

(*1*) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(*2*) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) The Offeror has □ has not □, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, 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 shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an

Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
(e) The certification in paragraph (a) 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 rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.
(End of provision)

FAR 52.209-7 Information Regarding Responsibility Matters (April 2026) (DEV)

(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.
(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 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Apr 2026) (DEV)

(a) The Government will not enter into a contract with any corporation that—
(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
(b) The Offeror represents that–
(1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(2) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
(End of provision)

SECTION B: INSTRUCTIONS TO OFFERORS

52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (NOV 2025)

(a) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—
(1) The solicitation number;
(2) The name, address, telephone number of the Offeror;
(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;
(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;
(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and
(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.
(b) Period for acceptance of offers. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
(c) Late submissions, modifications, revisions, and withdrawals of offers.
(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.
(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
(3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.
(d) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.
(e) Debriefings. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:
(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.
(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
(4) A summary of the rationale for award.
(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.
(6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.
(End of provision)

Addendum to RFO 52.212-1
(b) Period for acceptance of offers. The Offeror agrees to hold the prices in its offer firms for *120* calendar days from the date specified for receipt of offers.

(f) Question Deadline. Wednesday, July 8, 2026 at 12:00PM ET. Submit all procurement-related questions in writing via email to the Contracting Officer and Contract Specialist identified in Section 4. Questions must be received by the deadline above to be considered.

Offer Deadline. Offers are due by the date and time listed in the SAM.gov system and must be submitted via email.

(g) Site Visit: A mandatory site visit will be conducted for this requirement.

- **Date/Time:** Wednesday, July 1, 2026, at 8:30AM PT
- **Location:** FDA Pacific Southwest Laboratory, 19701 Fairchild Road, Irvine, CA
- **Point of Contact:** TBD provided upon site registration

Offerors are responsible for familiarizing themselves with the site conditions, access constraints, and all factors to include general and local conditions that may affect the costs and execution of the work. Failure to conduct such inspection shall not constitute grounds for any claim or equitable adjustment after award, consistent with RFO 52.236-3, "*Site Investigation and Conditions Affecting the Work*".

Registration is required by Friday, June 26, 2026. All firms who plan to attend must email the contacts in Section G to register and provide names of all attendees. All attendees must comply with facility security requirement, including providing U.S. Government issued ID upon check-in. Each offeror may provide the names of three (3) individuals who will attend.

Attendance is mandatory. Proposals from Offerors who do not attend the site visit will be rejected as non-responsive. No exceptions will be granted.

(h) Offer Format and Submission Requirements.
The Offeror shall submit a firm-fixed-price offer in accordance with the requirements below.

Offers shall be for all deliverables requested.
Submissions shall be in the following format: standard 8.5" x 11" page size, 1-inch margins on all sides, minimum 11-point font. Cover pages, tables of contents, glossaries, and section dividers do not count toward page limits. Illegible or non-conforming submissions may be rejected without evaluation.

Completed certifications and representations are to be separately from Volumes I, II, and III.

Submit **three separate volumes**:
Volume I — Technical Response

Page Limit: 18 pages. Exclude all pricing from this volume. Address the following sections; order and headings shall match. *The Government intends to evaluate and make award without discussions (see 52.212-1(d)); accordingly, the Offeror should submit its best technical solution with its initial offer.* Responses shall be clear, specific, and sufficiently detailed to demonstrate a thorough understanding of the requirement and the feasibility of the proposed approach.

Section 1 — Construction Approach & Schedule (Limit: 10 pages total)
The Offeror shall provide a project-specific construction approach and schedule that demonstrates how the work will be executed given the known constraints of this project.

Generic descriptions of construction processes or restatement of the PWS requirements are not acceptable.

The offer must address the following:

(a) Project Sequencing and Work Plan
Provide a step-by-step sequence of major work activities, including:
- Order in which building elements will be addressed (e.g., stairs, canopies, sunshades, interior areas)
- How access to multiple work areas will be managed concurrently or sequentially
- How transitions between coating work and concrete repair will be handled.

(b) Seasonal Phasing Strategy (CRITICAL)
Given the anticipated August 2026 award and fall/winter conditions, provide a specific phasing plan that:
- Identifies what work will occur between August–February vs. March–October
- Defines which exterior coating activities will be deferred, accelerated, or protected
- Explains how the project will maintain progress during periods when coating application is limited

Offers must clearly show how this phasing affects the critical path.

(c) Production Approach for Exterior Coating Work
Describe how production will actually be executed, including:
- Crew structure (number of crews, general composition—not labor categories)
- How many work areas will be active at one time
- Planned approach to surface preparation, coating application, and curing sequencing
- How access systems (lifts/scaffolding) will be utilized and rotated.

(d) Coordination in an Occupied Facility
Provide a specific plan (not general statements) for:
- Maintaining safe pedestrian and building access routes
- Managing noise, dust, and odor-producing work
- Coordinating work around building operations and access constraints

(e) Schedule (Graphical or Tabular)
Provide a project schedule (max 2 pages) that:
- Shows major activities and durations
- Identifies critical path activities
- Reflects the seasonal phasing approach described above
- Demonstrates completion within the required 180 calendar days.

Section 2 - Project Team and Experience (Limit: 8 pages total)

The Offeror shall identify the proposed project team who possesses the qualifications, technical competence and relevant experience to successfully oversee and ensure the performance of the full scope of work in the Performance Work Statement.

- Project Manager
- Superintendent
- Quality Control Manager
- Site Safety Officer.

For each individual, provide:

(a) Relevant Project Experience
Provide 2–3 specific projects where the individual performed in a similar role, including:
- Project type and scope
- Role performed (must match proposed role)
- Description of work relevant to this project, including:
    - Exterior coating systems on steel
    - Concrete repair work
    - Work performed in occupied facilities
    - Work performed under phasing or environmental constraints

Generic statements such as “has extensive experience” are not acceptable.

(b) Role on THIS Project

- Describe how the individual will support the proposed sequencing and phasing approach
- Identify responsibility for key activities (e.g., coatings, QC inspections, safety, coordination)

(c) Experience Summary

- Years of experience in similar construction work
- Years performing in the proposed role

Do not submit resumes. Roles may be combined; however, the Government will evaluate whether the Offeror demonstrates the ability to effectively manage all required responsibilities.

Volume II — Past Performance (Limit: 20 pages total)

Offerors shall submit past performance information for recent and relevant construction projects.

- Submit a minimum of three (3) and up to a maximum of five (5) projects
- Projects must have been completed within the past five (5) years from the date of solicitation posting

Project Relevance Requirements (Critical)

Submitted projects shall demonstrate performance on work similar in scope and execution to this requirement, including:

- Exterior coating systems on steel structures
- Concrete repair work
- Work performed in occupied or operational facilities
- Work requiring phasing and coordination due to environmental or operational constraints

Projects that do not clearly demonstrate similarity to this requirement will be rated less favorably.

CPARS and Other Performance Information

The Government will evaluate past performance using:

- Contractor Performance Assessment Reporting System (CPARS)
- Other Government databases (e.g., FAPIIS), as applicable
- Information obtained from references and other sources.

If available, Offerors must identify relevant CPARS evaluations for submitted projects.

Projects Without CPARS

If CPARS is not available for a submitted project:

- Offerors may submit a Past Performance Questionnaire (PPQ) (Attachment 6)
- PPQs must be:

- Completed and signed by the project owner or authorized representative
- Submitted directly to the Contracting Officer/Contract Specialist by the individual completing the form and the required deadline.

PPQs submitted by the Offeror or third parties not directly involved in contract administration will not be considered.

Performance Narrative (Concise and Project-Specific)
For each project, the Offeror shall provide a brief narrative describing actual performance outcomes, including:

- Schedule performance (on-time completion, delays, recovery actions)
- Quality of work, particularly for coatings and/or concrete repair
- Cost control and change management
- Safety performance
- Performance in occupied or constrained environments, if applicable

General statements such as “project was successful” without supporting detail are not acceptable.

Offerors must provide a brief explanation of any performance issues and corrective actions taken.

Disclaimer:

- The Government reserves the right to contact references for verification or additional information
- The Government’s inability to obtain information from references may affect the evaluation
- Performance awards or marketing materials will not be considered.

Volume III — Price (no page limit)
Offerors shall submit a complete and fully responsive price response in accordance with this section and the attached Pricing Schedule (Attachment 3).

(a) Required Submission
The Offeror shall:

- Complete all line items in the Pricing Schedule (Attachment 3)
- Submit a complete and signed SF 1442, including acknowledgment of all amendments All line items must be priced. Failure to provide pricing for any required item may render the Offer unacceptable.
- Demonstrate an understanding that payment will be made only for completed and Government-accepted work. The Government will not provide advance payments, prepayment for materials, or upfront financing for mobilization. Offerors are responsible for maintaining sufficient financial resources to perform the work in accordance with the contract requirements.

(b) Pricing Completeness and Responsibility
The Offeror's price shall:

- Include all labor, materials, equipment, supervision, and incidental costs required to complete the work
- Fully reflect the requirements of the drawings, specifications, and Performance Work Statement
- Be consistent with the Offeror's proposed construction approach, sequencing, and phasing.

The Government will not accept assumptions that omit required work. The Offeror is responsible for pricing the entire scope of work, whether or not each element is separately identified in the Price Schedule.

(c) Price Schedule Compliance
The Price Schedule is structured to capture major elements/payment milestones of work for this project. Offerors shall:

- Ensure proposed pricing is consistent with the scope and requirements associated with each CLIN/SubCLIN.
- Allocate costs reasonably across all line items and avoid front-loading costs into early milestones, mobilization, or administrative activities.
- Avoid materially unbalanced pricing, including the significant overstatement or understatement of individual line items in relation to the work to be performed.

Pricing shall demonstrate a clear understanding of the work, including coatings, concrete repair, access, phasing, and coordination requirements.

(d) Wage Determination Requirements (MANDATORY)
This procurement is subject to the Construction Wage Rate Requirements Statute (Davis-Bacon Act).

Offerors shall:

- Acknowledge that the applicable Wage Determination (WD) applies to this project
- Ensure that all labor pricing reflects:
    - Required wage rates
    - Fringe benefits
    - Applicable labor classifications.

Failure to incorporate the Wage Determination into pricing may result in the Offer being considered unrealistic or noncompliant.

(e) Basis for Award (Tradeoff)
Award will be made on a best value tradeoff basis, considering price and non-price factors. The Government may select an Offer that is not the lowest priced if it is determined that the technical advantages justify the price difference.

(f) Price Consistency and Understanding of Project Requirements
Offerors shall submit complete and internally consistent pricing that reflects a clear understanding of the project requirements.

Pricing shall account for all conditions affecting contract performance, including:

- Project phasing and scheduling constraints associated with seasonal operational requirements;
- Performance of work within an occupied and operational facility;
- Site access restrictions, work area containment measures, and coordination with Government personnel and facility operations; and
- All labor, materials, equipment, supervision, and incidental costs necessary to complete the work in accordance with the solicitation requirements.

The Government will evaluate whether the proposed price reflects an adequate understanding of the project requirements, site conditions, and performance constraints. The Government will also consider whether pricing is consistent with the offeror's proposed approach and whether any aspect of the pricing appears materially unbalanced.

SECTION C: EVALUATION

Basis for Award

Trade-off / Best Value: Award will be made on a trade-off / best-value basis to the Offeror whose offer, conforming to the solicitation, represents the best value to the Government considering all evaluation factors and price. The Government reserves the right to make award to a higher-rated, higher-priced Offeror where the decision is consistent with the evaluation factors stated below and the award decision document reflects the basis for any trade-off made.

52.212-2 Evaluation—Commercial Products and Commercial Services (NOV 2025)
(a) Evaluation factors. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors will be used to evaluate offers:

Factor 1 — Construction Approach & Schedule
Factor 2 — Project Team and Experience
Factor 3 — Past Performance
Factor 4 — Price

Construction Approach & Schedule is more important than Project Team and Experience; Project Team and Experience is approximately equal to Past Performance.

Evaluation factors other than price when combined are significantly more important than price.

(b) Options (if applicable). The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

(c) Notice of award. A written notice of award or acceptance of an offer furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Addendum to RFO 52.212-2

The Government will make award on a best value tradeoff basis, considering price and non-price factors. Non-price factors, when combined, are significantly more important than price. The Government reserves the right to award to other than the lowest-priced Offeror if a higher-priced offer is determined to provide superior technical merit or lower performance risk that justifies the price premium.

The Government intends to evaluate offer and make award without discussions in accordance with RFO FAR 52.212-1(d). Accordingly, Offerors are advised to submit their best and most complete response in their initial offer.

Evaluation Factors

Offers will be evaluated using the following factors:

Factor 1 – Construction Approach & Schedule
Factor 2 – Project Team and Experience
Factor 3 – Past Performance
Factor 4 – Price

Relative Importance of Factors

- Factor 1 (Construction Approach & Schedule) is more important than Factor 2 (Project Team and Experience).
- Factor 2 is equal to Factor 3 (Past Performance).
- When combined, Factors 1, 2, and 3 are significantly more important than Factor 4 (Price).

EVALUATION CRITERIA

Factor 1 – Construction Approach & Schedule

The Government will evaluate the extent to which the Offeror demonstrates a project-specific, feasible, and well-integrated construction approach that reflects a clear understanding of the project constraints, including seasonal limitations and performance in an occupied facility. Evaluation will focus on the quality, specificity, and feasibility of the proposed approach, not on general construction knowledge or restatement of requirements.

Subfactors include:

(a) Project Sequencing and Work Plan

The Government will evaluate:

- Logical and efficient sequencing of major work activities
- Clarity in how multiple work areas will be managed (concurrent vs. sequential execution)
- Integration of coating work with concrete repair activities.

Greater consideration will be given to approaches that demonstrate efficient workflow, minimized rework, and reduced disruption.

(b) Seasonal Phasing Strategy (CRITICAL)

This is a critical discriminator under this factor.

The Government will evaluate:

- The realism and completeness of the proposed phasing between August–February and March–October
- The Offeror's ability to maintain progress during adverse weather conditions
- Identification of work that will be deferred, accelerated, or protected
- Integration of phasing into the critical path.

Offers that fail to clearly address seasonal constraints or that present unrealistic or unsupported phasing approaches will be rated less favorably or unacceptable.

(c) Production Approach for Exterior Coating Work

The Government will evaluate:

- Practicality of crew structure and deployment
- Ability to sustain production across multiple work areas
- Execution approach for surface preparation, coating application, and curing
- Efficient use and rotation of access systems (e.g., scaffolding, lifts).

Greater consideration will be given to approaches demonstrating credible production rates and resource alignment with schedule.

(d) Coordination in an Occupied Facility

The Government will evaluate the specificity and feasibility of the plan to:

- Maintain safe pedestrian and building access
- Control noise, dust, and odors
- Coordinate with ongoing facility operations.

General or boilerplate statements will be rated less favorably.

(e) Schedule

The Government will evaluate:

- Logical sequencing and activity durations
- Identification of the critical path
- Alignment with the proposed seasonal phasing strategy
- Ability to achieve completion within 180 calendar days.

Schedules that are inconsistent with the proposed approach or that do not reflect seasonal constraints will be rated less favorably.

Factor 2 – Project Team and Experience
The Government will evaluate the extent to which the proposed team demonstrates the experience, role alignment, and capability to successfully execute the project.

Evaluation will consider:

(a) Relevant Project Experience
- Relevance and similarity of prior projects to this requirement
- Demonstrated experience with:
    - Exterior coating systems on steel
    - Concrete repair work
    - Work in occupied facilities
    - Phased or environmentally constrained projects.

Generic or unsupported experience claims will be rated less favorably.

(b) Role on This Project
- Clarity in how each individual will support the proposed sequencing and phasing approach
- Appropriateness of assigned responsibilities for key activities (coatings, QC, safety, coordination).

(c) Experience Summary
- Depth of experience in similar construction work
- Experience performing in the proposed role

The Government will also evaluate whether combined roles (if proposed) present any risk to successful performance.

Factor 3 – Past Performance
The Government will evaluate the Offeror's recent and relevant past performance to assess the likelihood of successful performance.

(a) Relevance
The Government will evaluate the extent to which submitted projects demonstrate similarity in:
- Scope (coatings and concrete repair)
- Execution (occupied facilities, phasing, environmental constraints).

Projects lacking clear relevance may be rated less favorably.

(b) Performance Quality
The Government will evaluate performance based on:
- CPARS ratings and narratives
- PPQs (if applicable)

- Information from other Government databases and sources.

Evaluation will consider:

- Schedule performance
- Quality of work
- Cost control
- Safety performance
- Performance in constrained environments.

(c) Confidence Assessment
The Government will assign a performance confidence rating based on the quality and relevance of the past performance information.

If no relevant past performance is available, the Offeror will receive a Neutral Confidence rating.

Factor 4 – Price
The Government will evaluate price for completeness, reasonableness, and consistency with the proposed technical approach.

Evaluation will include:

- Verification that all required line items are priced
- Assessment of price realism in relation to:
    - Seasonal phasing constraints
    - Work in an occupied facility
    - Access, containment, and coordination requirements
- Review for unbalanced pricing.

The Government will evaluate the total evaluated price, including all CLINs and SubCLINs.

Integrated Assessment and Trade-off Methodology: The Contracting Officer will conduct an integrated assessment of all evaluation factors. The CO will consider the benefits and risks identified in the non-price factors against the price offered and make a best-value decision. Award may be made to other than the lowest-priced Offeror when the additional technical merit, management approach, and/or past performance justify the associated price premium. Conversely, award may be made to other than the highest technically rated Offeror when the price premium is not justified. The award decision and supporting trade-off rationale will be documented in a written award decision document signed by the Contracting Officer.

Evaluation Technique — Select Best-Suited, Then Negotiate
The Government anticipates selecting the best-suited Offeror from initial responses, without engaging in exchanges with Offerors. Offerors are strongly encouraged to submit their best technical solutions and price in response to this solicitation.
Once the Government determines the Offeror that is the best-suited (i.e., the apparent successful offeror), the Government reserves the right to communicate with only that offeror to address any remaining issues, if necessary, and finalize award with that offeror. These issues may include technical and price. If the parties cannot successfully address any remaining

issues, as determined pertinent at the sole discretion of the Government, the Government reserves the right to communicate with the next best-suited offeror based on the original analysis and address any remaining issues. Once the Government has begun communications with the next best-suited offeror, no further communications with the previous offeror will be entertained until after award. This process shall continue until an agreement is successfully reached and award is made.