SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 1605C3-26-R-00008

6. SOLICITATION ISSUE DATE: 05/27/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Helen Williams

b. TELEPHONE NUMBER *(No collect calls)*: 202-693-6384

8. OFFER DUE DATE/ LOCAL TIME: 06/22/2026 0900 ED

9. ISSUED BY CODE: CAS

US Department of Labor
Customer Acquisition Services
200 Constitution Ave, NW N-2305
Washington DC 20210

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00% FOR:

☒ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
☐ WOMEN-OWNED SMALL BUSINESS (WOSB)
☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
☐ 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 236220

SIZE STANDARD: $45

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
☒ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
☐ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☒ REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO CODE: OASAM DC BOC SHIP

U.S. DEPARTMENT OF LABOR
200 CONSTITUTION AVE. NW
ROOM S1524
WASHINGTON DC 20210

16. ADMINISTERED BY CODE: CAS

US Department of Labor
Customer Acquisition Services
200 Constitution Ave, NW
N-2305
Washington DC 20210

17a. CONTRACTOR/ OFFEROR CODE ____ FACILITY CODE ____

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY CODE ____

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The United States Department of Labor/Office of the Senior Procurement Executive (OSPE) anticipates establishing a firm fixed price (FFP) contract for the Upgrade of Public Spaces in the Frances Perkins Building (FPB) on behalf Continued... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REFERENCE ____ OFFER DATED. ____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: Emily E. Bear

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	of the Office of the Assistant Secretary for Administration and Management (OASAM) Business Operations Center (BOC). Delivery: 08/02/2028 Period of Performance: 08/03/2026 to 08/02/2028				
0001	Frances Perkins Building (FPB) Public Spaces Upgrade-Auditorium Firm-Fixed Price Product/Service Code: Z2AB				
0002	Frances Perkins Building (FPB) Public Spaces Upgrade-Great Hall Firm-Fixed Price Product/Service Code: Z2AB				
0003	Frances Perkins Building (FPB) Public Spaces Upgrade-Mezzanine Firm-Fixed Price Product/Service Code: Z2AB				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

B - Supplies or Services/Prices

Price Schedule

Please see Section J-Attachment J.2

C - Description/Specifications

Performance Work Statement (PWS)

PART 1 – GENERAL INFORMATION

1.1 DESCRIPTION OF SERVICES / INTRODUCTION

The Contractor must provide all personnel, equipment, tools, materials, supervision, project management, transportation, and other items and non-personal services necessary to enhance the public meeting spaces at the Frances Perkins Building (FPB), which consists of the Auditorium, Great Hall, and Mezzanine, as defined in this Performance Work Statement (PWS), except those items identified as Government-furnished in Part 3. The Contractor must perform all tasks in accordance with this PWS and all applicable laws, regulations, and standards.

1.2 BACKGROUND

The Frances Perkins Building's public meeting spaces are widely used for internal and external engagements, making their appearance and functionality critical to supporting a professional and welcoming environment. To enhance the overall aesthetics and usability of these areas, the Department intends to upgrade several design elements, including new curtains, updated carpeting, lighting, Audio/Visual (AV) systems, and other enhancements that will contribute to a modern, cohesive and visually appealing space.

Improvements to the Great Hall, Auditorium and Mezzanine will support a more efficient, comfortable and representative setting for employees, stakeholders, and visitors. Moreover, the modernization of the aging AV systems is critical to hosting virtual and hybrid meetings, press engagements, leadership communications, training, and public events. Many existing systems are beyond end-of-life, lack vendor support, and do not meet modern collaboration needs such as Microsoft Teams Rooms (MTR), Webex, and Zoom integration. This project will modernize these environments to ensure compliance, accessibility, and reliability. For purposes of this procurement, "modernization" refers to a comprehensive overhaul of the Frances Perkins Building's Great Hall, Auditorium, and Mezzanine that includes both technological and physical space improvements. Modernization encompasses the replacement of end-of-life AV systems; upgrades to room infrastructure such as lighting, carpeting, seating, fabrics, and furnishings; and the integration of current, industry-leading collaboration technologies. The intent is to deliver spaces that represent the most current standard of performance across all aspects of AV, architectural design, and hybrid meeting capability. All solutions must be scalable, support long-term evolution of technology, and ensure the Department's continued ability to host high-visibility events, hybrid engagements, and mission-critical communications well into the future.

1.3 OBJECTIVES

The objectives of this PWS are to:

- Provide a team of professional and licensed, specialists (e.g., AV, Acoustic Consultants, Sound Reinforcement...etc.) to support the effort in creating modern, up-to-date public meeting spaces in FPB.
- Replace end-of-life AV systems with modern, secure, fully supported solutions.
- Provide seamless interoperability with Microsoft Teams Rooms (MTR), Webex, and Zoom.
- Improve broadcast, recording, and streaming capabilities across FPB spaces.
- Ensure Section 508 accessibility compliance and support assistive technologies.
- Enhance audio quality, visual clarity, and hybrid meeting functionality.
- Deliver comprehensive training, documentation, testing, and warranty support to commence upon completion of the overall project for at least one (1) year (not including the manufactures warranty).
- Ensure safety, prevent damage, and minimize disruptions to other spaces.
- Deliver the project on time and within budget.
- Complete the project with no security violations or safety incidence.
- Manage the completion of the project with the spirit of partnering and without litigation.
- Provide timely reports and communications.
- Ensure that all sensitive documents are handled, distributed, archived, and destroyed according to established project procedures.
- Close off and complete the upgrades one space at a time. This work must be coordinated with DOL to ensure that building occupants have access to other available public meeting spaces for large meetings and gatherings. To the greatest extent feasible, removal and mobilization work should not begin until the necessary supplies are on hand to perform new work.

1.4 SCOPE

The Contractor must provide a complete upgrade for the public meeting spaces in the Frances Perkins Building (FPB), including the Auditorium, Great Hall, and Mezzanine. This includes architectural, interior, mechanical, electrical, plumbing, communications/data, fire protection, security, structure, audio/visual system, furniture, equipment and other related infrastructure, to create modern, up-to-date, and code complaint public meeting assembly spaces. Additional facility architectural information, environmental conditions,

existing AV inventories, and infrastructure details required for design, demolition, and installation are provided in Technical Exhibits.

1.5 PERIOD OF PERFORMANCE

The period of performance will consist of twenty-four (24) months. The services are anticipated to start on 8/01/2026 and end on 7/31/2028.

1.6 GENERAL INFORMATION

This section includes requirements for Quality Control (QC), Quality Assurance (QA), Recognized Holidays, Hours of Operation, Place of Performance, Security Requirements, Special Qualifications, Contract Type, Phase-In/Phase-Out, COR designation, Contract Manager responsibilities, identification of contractor personnel, and Organizational Conflict of Interest (OCI) compliance.

1.6.1 Quality Control

The contractor must develop and maintain an effective quality control program to ensure that services are performed in accordance with this PWS. The contractor must develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. As a minimum, the contractor must develop quality control procedures that address the areas identified in Technical Exhibit 1, "Performance Requirements Summary". After acceptance of the quality control plan, the contractor must receive the Contracting Officer's acceptance in writing of any proposed change to his QC system. The Quality Control Plan shall be submitted within 7 calendar days after contract award.

The contractor must conduct post award conferences, before the start of upgrades, and prior to acceptance by the Government of QC plan. During the meeting, a mutual understanding of the system details must be developed, including the forms for recording the QC operations, design activities, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting will be prepared by the QC Manager and signed by the Contractor, the Architect/Engineer (A/E), and the Government. Provide a copy of the signed minutes to all attendees and incorporate into the relevant QC Plan. At a minimum the Coordination and Mutual Understanding Meeting must be repeated when a new QC Manager is appointed. There can be other occasions when subsequent conferences will be called by either party to reconfirm mutual understandings or address deficiencies in the CQC system or procedures which can require corrective action by the Contractor

This QC program is a key element in meeting the objectives of the Commissioning Process. The QC program consists of a QC Organization, QC Plan, QC Plan Meeting(s), a Coordination and Mutual Understanding Meeting, QC meetings, phases of control, submittal review and approval, testing, completion inspections, QC certifications, independent Special Inspections involving periodic special inspections by registered design professional, and documentation necessary to provide materials, equipment, workmanship, fabrication, and operations that comply with the requirements of the Contract. The QC program must cover on-site and off-site work and be keyed to the work sequence. The QC Manager is the primary individual responsible for quality control, all individuals will be held responsible for the quality of work on the job.

1.6.2 Quality Assurance

The government must evaluate the contractor's performance under the resultant contract action in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s). Reference Quality Assurance Plan and surveillance methodology to be used to ensure quality assurance.

1.6.3 Recognized Holidays

The contractor is not required to perform services on holidays.

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth Day	Christmas Day Independence Day

1.6.4 Hours of Operation

Normal operational hours are 6:00 AM to 6:00 PM, Monday through Friday (excluding holidays), during which routine, non-disruptive activities may occur, including inspections, administrative tasks, system monitoring, and minor repairs that do not affect

tenants or require shutdowns. Non-disruptive fire protection, plumbing, electrical, lighting, and architectural work may also be performed during regular hours. Any activity that creates noise, vibration, dust, utility interruptions, system shutdowns, alarm activation, temperature disruptions, or other impacts to tenant operations—especially near the Child Development Center—must be performed after hours (i.e. 6:00 PM to 6:00AM). This includes planned utility shutdowns, disruptive services, electrical outages, major repairs, fire alarm or life safety testing, water-based system work requiring shutdowns, HVAC work affecting comfort, and audible tests that activate emergency equipment. All after-hours work is required throughout the project duration at no additional cost to the Government.

1.6.5 Place of Performance:
The work will be performed at the DOL Headquarters building, the Frances Perkins Building at 200 Constitution Ave NW, Washington, DC 20210.

1.6.6 Type of Contract
The government anticipates award of a firm-fixed price contract.

1.6.7 Security Requirements:

1.6.7.1 Physical Security
The contractor must be responsible for safeguarding all government property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.6.7.2 Key Control
The contractor must establish and implement methods of making sure all Keys/key cards issued to the contractor by the government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the contractor by the government must be duplicated. The contractor must develop procedures covering key control that must be included in the Quality Control Plan. Such procedures must include turn-in of any issued keys by personnel who no longer require access to locked areas. The contractor must immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

1.6.7.3 Lost Keys
In the event keys, other than master keys, are lost or duplicated, the contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the government, at its option, may replace the affected lock or locks or perform re-keying. When the government, the total cost of re-keying or the replacement of the lock, performs the replacement of locks or rekeying or locks shall be deducted from the monthly payment due the contractor. In the event a master key is lost or duplicated, the government and the total shall replace all locks and keys for that system cost deducted from the monthly payment due the contractor.

1.6.7.4 Key Use
The contractor must prohibit the use of government issued keys/key cards by any persons other than the contractor's employees. The contractor must prohibit the opening of locked areas by contractor employees to permit entrance of persons other than contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

1.6.7.5 Lock Combinations
The contractor must establish and implement methods of ensuring that not all lock combinations are revealed to unauthorized persons. The contractor must ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures must be included in the contractor's Quality Control Plan.

1.6.8 Conservation of Utilities
The contractor must instruct employees in utilities conservation practices. The contractor must be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment.

1.6.9 Special Qualifications
The prime contractor is responsible for ensuring all employees and subcontractors possess all required licenses for operating used in the execution of this contract action.

1.6.10 Post Award Conference/Periodic Progress Meetings
The contractor agrees to attend any post award conference convened by the contracting activity or contract administration office The

Contracting Officer, Contracting Officer's Representative (COR), and other government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings, the Contracting Officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the government of problems, if any, being experienced. Appropriate action must be taken to resolve outstanding issues. These meetings must be at no additional cost to the government.

1.6.11 Contracting Officer's Representative
A COR will be delegated separately.

1.6.12 Key Personnel
The following personnel are considered key personnel by the government:
1) Contract Manager
2) Project Manager

1.6.12.1 Contract Manager
The contractor must provide a Contract Manager who must be responsible for managing the overall contract, ensuring that the project is completed on time and within budget, and handling any contractual issues or changes arise throughout the period of performance. The name of this person and an alternate who must act for the contractor when the manager is absent must be designated in writing to the Contracting Officer. The Contract Manager or alternate must have full authority to act for the contractor on all contract matters relating to daily operation of this contract action.

1.6.12.2 Project Manager
The contractor must provide a Project Manager to oversee day-to-day upgrade/enhancement activities, ensuring the project is completed on time, within budget, and to required quality standards. Responsibilities include coordinating across disciplines to meet design process requirements, schedules, and cost targets; managing materials, labor, and equipment; ensuring compliance with safety and quality regulations; and identifying and mitigating risks. The Project Manager may also serve as the project Superintendent.

1.6.13 Loading Dock

Use of the existing loading dock at Frances Perkins Building will be shared with Government activities on a first-come-first-served, wait-your-turn basis. The loading dock is available for the delivery of materials, tools, and supplies between the hours of 6:00 AM to 6:00 PM weekdays. Deliveries outside normal business hours must be coordinated with prior notice to the Contracting Officer Representative. Access to the loading dock is located between Second Street and Constitution Avenue NW Washington D.C. The loading dock height is measured at a maximum of 12 feet 1 inch. Loading dock activities must be coordinated with the DOL Building Manager, a minimum of 72 hours in advance.

1.6.14 Parking
Limited parking is available on-site. The Contractor must make their own arrangement for parking off site.

1.6.15 Staging and Storage
The Contractor may be provided a staging area within the building, including the area of work, contingent upon DOL approval, and provided that its use will not interfere with operations of the Government. The D/B Contractor must provide all personnel, tools, and equipment necessary for unloading, transporting, and assembling the materials.

1.6.16 Dumpster
Limited space is available on-site for a dumpster. Dumpster size and location must be coordinated with the DOL Building Manager, a minimum of 72 hours in advance. Use of the existing building dumpsters and trash bins is strictly prohibited.

1.6.17 Freight Elevator
A freight elevator is available for use at the project site and will be shared with Government activities on a first-come-first-served, wait-your-turn basis. Freight elevator activities must be coordinated with the DOL Building Manager, a minimum of 72 hours in advance.

1.6.18 Existing Conditions
All Government property or systems displaced, altered, or damaged during the performance of the contract other than stated in this PWS must be restored to its original condition at no cost to the Government. These repairs, if needed, must be executed immediately when the Contractor is notified by the Contracting Officer that such repairs are required due to action by the contractor or his/her

subcontractors.

1.6.19 Electrical Circuits Updates

The Contractor must update the circuit-panel index for every electrical circuit modified as a part of this PWS. The D/B Contractor must update the panel schedule for all new circuits added and identify all new outlets by indicating the electrical room, panel and breaker identification. All junction boxes must be labeled with panel and breaker numbers.

PART 2 – DEFINITIONS & ACRONYMS

Definitions

• Audio/Visual (AV): Systems and equipment used to capture, process, transmit, or display audio and visual content. Authentication Information: Credentials and configuration details required to securely administer AV systems.
• As-Built Documentation: Final technical drawings, diagrams, and system configurations reflecting the installed AV systems. Contracting Officer (CO): The Government official with the authority to award, administer, and terminate contracts.
• Contracting Officer's Representative (COR): The Government official designated to oversee technical performance. Controlled Unclassified Information (CUI): Government information requiring safeguarding or dissemination controls. Defective Service: A service output that fails to meet the requirements or performance standards in the PWS.
• Help Desk Support (12x5x365): Support available 12 hours per day, 5 days per week, 365 days per year.
• Hybrid Meeting: A meeting supporting both in-person and remote participants through AV conferencing technology. Quality Assurance (QA): Government actions taken to ensure that Contractor services meet contract requirements.
• Quality Control (QC): Contractor processes used to ensure services meet the requirements of the PWS. Section 508 Compliance: Federal accessibility requirements for electronic and information technology. Technical Exhibit (TE): Attachments to the PWS providing detailed technical or performance information.

Acronyms

- AV: Audio/Visual
- AVIXA: Audiovisual and Integrated Experience Association
- BOC: Business Operations Center
- BYOD: Bring Your Own Device
- CART: Communication Access Real-time Translation
- COR: Contracting Officer's Representative
- COTS: Commercial Off-The-Shelf
- CTS/CTS-I/CTS-D: Certified Technology Specialist
- CUI: Controlled Unclassified Information
- DMS: Digital Media System
- DOL: Department of Labor
- DSP: Digital Signal Processor
- EIT/ICT: Electronic and Information Technology / Information and Communication Technology
- FAR: Federal Acquisition Regulation
- FIPS: Federal Information Processing Standard
- FISMA: Federal Information Security Modernization Act
- FF&E: Furniture, Fixtures, and Equipment
- FFP: Firm Fixed Price
- GFE: Government-Furnished Equipment
- HDCP: High-bandwidth Digital Content Protection
- HDMI: High-Definition Multimedia Interface
- HSPD-12: Homeland Security Presidential Directive 12
- IPTV: Internet Protocol Television
- LAN: Local Area Network
- MBI: Minimum Background Investigation
- MTR: Microsoft Teams Rooms
- NACI: National Agency Check with Inquiries
- NIST: National Institute of Standards and Technology
- OCIO: Office of the Chief Information Officer
- OASAM: Office of the Assistant Secretary for Administration and Management
- OPA: Office of Public Affairs
- PIV: Personal Identity Verification
- PII: Personally Identifiable Information
- PoE: Power over Ethernet
- PRS: Performance Requirements Summary
- PTZ: Pan-Tilt-Zoom
- QASP: Quality Assurance Surveillance Plan

- QoS: Quality of Service
- SIP: Session Initiation Protocol
- TE: Technical Exhibit
- TIC: Trusted Internet Connections
- UPS: Uninterruptible Power Supply
- UHD: Ultra High Definition
- USB-C: Universal Serial Bus Type-C
- VTC: Video Teleconferencing
- VoIP: Voice over Internet Protocol
- WCAG: Web Content Accessibility Guidelines

PART 3 – GOVERNMENT-FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3.1 GENERAL

The Government will provide the facilities, equipment, materials, and information identified in this section for use by the Contractor in performing the requirements of this PWS. Government-furnished items remain the property of the U.S. Government and must be used only for purposes directly related to contract performance. The Contractor must safeguard all Government-furnished property and report any loss, damage, or misuse to the COR immediately.

3.2 GOVERNMENT-FURNISHED INFORMATION (GFI)

• Facility floor plans for the Great Hall, Auditorium, and Mezzanine.
• Access to knowledgeable personnel from OASAM, OCIO, BOC, and OPA.
• Applicable policies, standards, and compliance documentation (e.g., Section 508, IT security requirements).
• Available legacy AV documentation such as schematics, equipment inventories, and wiring diagrams.

See Technical Exhibits for Government-provided architectural drawings, material specifications, environmental and acoustic characteristics, existing AV inventories, and power and network infrastructure details.

3.3 GOVERNMENT-FURNISHED EQUIPMENT (GFE)

The Government may provide certain equipment for the Contractor's use, including temporary workstations, network access for integration and testing, IPTV sources, and approved network switches. The Contractor must maintain accountability for all GFE, ensure proper safeguarding, and return all items in good condition upon project completion.

3.4 GOVERNMENT-FURNISHED FACILITIES (SITE ACCESS)

The place of performance is the Frances Perkins Building (FPB) at 200 Constitution Avenue NW in Washington, DC, where the Government will provide access to necessary rooms, staging areas, and utilities. Contractors must follow all facility access, security, escort, and safety requirements to protect DOL facilities and systems. Physical access to the FPB is tightly controlled and must be coordinated. All building access requests—such as contractor access lists—must be submitted at least 72 hours prior and include full names only, with escorts provided when required by the COR. Personnel entering FPB must follow established screening procedures, and access to restricted areas is controlled through PIV card registration and provisioning handled by the Security Center, regarding FPB access for new occupants and visiting groups. The Security Center oversees physical security, approves access, resolves credentialing issues, and ensures compliance with DOL access control policies.

• All vendor personnel must receive prior approval from the COR before being granted physical or network access to DOL spaces or systems.
• Vendor staff may only access areas, equipment, and systems necessary to perform their assigned work—no broader access is permitted.
• Requests for elevated or administrative system access must be justified, submitted and approved by COR, before use.
• Vendor personnel must be escorted in restricted or controlled areas unless the COR has granted explicit unescorted access.
• Access credentials, badges, or accounts must not be shared, transferred, or reused across staff.
• Personnel must follow all DOL security directives, including sign-in procedures, visitor controls, and rules governing equipment handling.
• Vendor personnel must immediately report any lost badges, unauthorized access attempts, or security incidents to the COR.
• Any personnel changes (new staff, departures, role changes) must be reported to the COR so access can be granted, modified, or revoked.
• Only personnel certified to work on specific systems (e.g., networked A/V, BAS, or RF-based devices) may perform those tasks.

3.5 GOVERNMENT-FURNISHED UTILITIES

The government will provide all utilities in the facility for the contractor's use in performance of tasks outlined in this PWS. The contractor must instruct employees in utilities conservation practices. The contractor must be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment.
• Electrical power
• Heating, ventilation, and air conditioning (HVAC)
• Building lighting
• Water and sanitation facilities
• Network connectivity (as approved by OCIO)

3.6 GOVERNMENT RESPONSIBILITIES

• Provide facility access for Contractor personnel.
• Approve AV system designs, installation schedules, and staging plans.
• Coordinate acceptance testing and participate in system validation.
• Provide timely technical guidance and decisions to avoid delays.
• Coordinate disposal of legacy AV equipment after Contractor preparation.

PART 4-CONTRACTOR-FURNISHED ITEMS AND SERVICES

4.1 GENERAL

The Contractor must furnish all personnel, equipment, tools, materials, supervision, software, licenses, test equipment, transportation, and any other resources necessary to perform the requirements of this PWS. Except for those items specifically identified as Government-furnished in Part 3, all resources required for contract performance must be provided by the Contractor.

4.2 CONTRACTOR-FURNISHED LABOR

The Contractor must provide personnel with the qualifications, certifications, and experience necessary to perform all tasks. At a minimum, the following labor categories must be provided:

• Contract Manager
• Project Manager (PMP-certified)
• Lead AV Engineer (CTS-D or CTS-I, or equivalent)
• Senior AV Programmer (e.g., Crestron Certified Programmer or equivalent)
• AV Installation Technicians
• AV installers must be AVIXA CTS-certified or possess equivalent industry-recognized certification.
• Network Specialists (for AV-over-IP integration)
• Training Specialists
• Help Desk Support Technicians (12x5x365 coverage)

All Contractor personnel must maintain required certifications, comply with DOL security and conduct policies, and present a professional appearance while onsite. The Contractor must ensure continuity of personnel throughout performance and obtain COR approval prior to replacing key personnel.

4.3 CONTRACTOR-FURNISHED EQUIPMENT AND MATERIALS

The Contractor must provide all AV hardware, components, and installation materials required to execute this contract. These include, but are not limited to:

• Displays, projectors, PTZ cameras, microphones, DSPs, loudspeakers, control processors, and stage lighting fixtures.
• Mounting hardware, racks, fasteners, and structural supports.
• Cabling (HDMI, CAT6A, fiber, audio, control, PoE, and power cable).
• Cable trays, conduit, raceways, labeling supplies, and connector hardware.
• Programming software, licenses, drivers, and firmware updates.
• Tools and diagnostic equipment required for installation, tuning, and verification.
• Lifts, carts, protective coverings, and other handling equipment.

4.4 CONTRACTOR SYSTEMS AND TECHNOLOGY

All Contractor systems used to deliver services under this contract, including Help Desk systems, remote monitoring platforms, documentation systems, or collaboration tools, must comply with federal cybersecurity requirements, including FISMA Moderate and FIPS-validated encryption for data in transit and at rest. Prohibited technologies may not be used.

4.5 CONTRACTOR-FURNISHED SERVICES

The Contractor must provide all services required to ensure complete, fully functional AV systems. These include:

• Project Management Services:
• Develop and maintain project schedule.
• Coordinate with OCIO, OASAM, BOC, and OPA.
• Produce status reports and maintain risk register.
• Manage procurement, logistics, and inventory.
• Installation Services:
• Remove existing AV equipment.
• Install new AV systems and infrastructure.
• Route, terminate, and label all cabling.
• Program control systems and touch panels.
• Testing & Commissioning Services:
• Perform end-to-end system testing.

• Conduct audio tuning and video calibration.
• Validate AV-over-IP network performance.
• Complete acceptance testing with the COR.
• Training Services:
• Provide instructor-led training for operators and end users.
• Develop 508-compliant training materials.
• Provide Quick Reference Guides and user documentation.
• Warranty, Maintenance, and Support Services:
• Coordinate vendor warranty services.
• Provide firmware updates and software patches.
• Deliver Help Desk support (12x5x365).
• Provide onsite troubleshooting as needed.

4.6 SECURITY, CLEARANCE, AND BADGING REQUIREMENTS
All Contractor personnel performing onsite work must successfully complete all required background investigations, including a National Agency Check with Inquiries (NACI), fingerprinting, and issuance of a DOL Personal Identity Verification (PIV) credential in accordance with HSPD-12. Contractor personnel must comply with all DOL security and Rules of Behavior requirements.

4.7 SAFETY REQUIREMENTS
The Contractor must comply with all applicable OSHA regulations, NFPA codes, DOL facility rules, and building safety requirements. The Contractor must ensure safe use of ladders, lifts, rigging, electrical systems, and personal protective equipment. The Government reserves the right to halt work if safety standards are not met.

4.8 CONTRACTOR RESPONSIBILITY
The Contractor is responsible for the conduct and performance of its employees and subcontractors. The Contractor must ensure that work does not disrupt Government operations and must repair or replace any Government property damaged due to Contractor actions at no cost to the Government.

PART 5 – SPECIFIC TASKS

5.0 BASIC SERVICES

The Contractor must provide a complete upgrade for the Auditorium, Great Hall, and Mezzanine within the Frances Perkins Building (FPB), including but not limited to, the architectural, interior, structure, fire protection, mechanical, electrical, lighting (room and stage), plumbing, data, security, audio/visual, furniture, fixtures, equipment, and other corresponding infrastructure.

The contractor must conduct a field survey for the entire worksite and review existing documentation to be familiar with the existing conditions. This includes all areas of the building, structure, and site affected by the removal, demolition, alterations and new enhancement work, prior to the initiation of design work.

The building must remain fully operational throughout the entirety of the project, with minimal disruption to building occupants, visitors, and maintenance activities. All work areas must be cleaned at the end of every workday.

The Contractor must have a dedicated Project Manager for the duration of the project. The Contractor must take the initiative in helping to resolve problems and minimize claims by taking all reasonable measures to anticipate problems and delays and to minimize or eliminate their adverse impact to the project schedule, budget, and approved design. A detailed work plan and schedule must be submitted within 7 calendar days from the contract award. All plans and schedules must include the start date, finish date, working hours, activities, and durations. All durations must be expressed in calendar days. The Contractor must be responsible for adhering to this schedule and updating it biweekly.

This scope of service also includes Architectural and Engineering (A/E) services for providing architectural, mechanical, electrical, Fire & Life Safety design documents, interior design, Furniture, Fixture, and Equipment (FF&E), and as-built drawings. The successful contractor must provide a team of professionally licensed and registered A/E plus specialists to survey the site and provide design calculations/ drawings, finish options, project documents, post-award administrative services and as-built drawings for the project.

The Contractor must establish and maintain communication and professional relationships with DOL, tenant agency representatives, and all Project Delivery Team members throughout all project stages. Members of the Project Delivery Team include DOL Project Managers from OASAM, OCIO and OPA.

Mold found at jobsite must be isolated and remediated according to EPA's Guide for Mold Remediation in Schools and Commercial Buildings.

Notice of Asbestos Containing Materials (ACM): Various areas within the Frances Perkins Building have floor tile and mastic securing the floor tile to the underlying concrete floor. The vendor must ensure that appropriate testing for ACM is performed before disturbing any floor areas and if flooring must be disturbed, appropriate mitigation and ACM management procedures/processes are in place and used.

5.1 TASK 1 – REMOVAL OF EXISTING AV SYSTEMS

- Disconnect and remove AV components including displays, projectors, cameras, DSPs, speakers, control processors, wall plates, and cabling.
- Cap or secure unused wiring without damaging walls, ceilings, or floors.
- Segregate removed equipment by room and prepare for Government eDisposal processes.

Existing AV equipment information and inventory references are provided in Technical Exhibit 4.

5.1.1 Inventory Requirements

- Record makes, model, and serial number for all removed equipment.
- Identify room and physical location for each item.
- Submit complete inventory to the COR for review.

5.2 TASK 2 – INSTALLATION OF NEW AV SYSTEMS

- Install displays, projectors, PTZ cameras, microphones, speakers, DSPs, control processors, and touch panels.
- Perform rack fabrication, cable management, labeling, and termination.
- Program and configure AV control systems including touch panel interfaces.

• Integrate systems with Microsoft Teams Rooms (MTR), Webex, and Zoom.
• Perform end-to-end functionality testing.
• The Contractor must review Technical Exhibit 4 (Existing AV equipment) prior to installation to ensure system designs and mounting methods align with facility constraints

5.3 TASK 3 – POST-INSTALLATION REQUIREMENTS
• Conduct system verification including audio tuning, video calibration, and network validation.
• Provide instructor-led user training with 508-compliant training materials.
• Deliver as-built documentation, rack elevations, device lists, and configuration files.
• Remove all packaging materials, trash, and installation debris

5.4 TASK 4 – GENERAL TECHNICAL REQUIREMENTS
• Provide two touch panels per space (one fixed, one wireless).
• Ensure hybrid support for MTR, Webex, and Zoom.
• Provide HDMI and USB-C connectivity at podium, stage, and control areas.
• Enable wireless content sharing.
• Install HD PTZ cameras with joystick and preset controls.
• Provide distributed audio systems with DSP-based processing.
• Provide assistive listening devices and CART integration.
• Integrate lighting controls where feasible.
• Enable recording and streaming across all rooms.
• Provide UPS protection for all AV racks and critical components.

5.5 TASK 5 – ROOM-SPECIFIC REQUIREMENTS
Room-specific architectural, acoustic, and infrastructure details relevant to system installation are provided in Technical Exhibits.

5.5.1 GREAT HALL
Audio Visual:
• Install video wall above stage or high-quality projection system. Provide all necessary structures, infrastructure, and decorative wall panels to create a modern focal video wall.
• Install six audience displays, one presenter display, and one holding-area display.
• Install Six PTZ cameras with joystick control.
• Install main and fill loudspeakers with optional subwoofers.
• Provide wireless microphone kit (handheld, lavalier, tabletop, over-the-ear).
• Provide minimum four stage mic inputs and four audio outputs.
• Provide two touch panels (fixed and wireless).
• Integrate DMS lighting presets.
• Provide direct OPA communication interface.
• Enable recording and streaming.
• Video Switcher with Physical Outboard Video Switching Control Surface.
• AV Distribution Amplifier and AV Press Mult Box for press and translation.
• Assemble and Install all AV equipment racks and control surfaces in the new Great Hall Control Booth.
• Integrated Video, Audio, and communication fiber-optic connections to DOL's 6th Floor Master Control room.
• Large scale, self-contained Audio Conference system to support 40 microphones. The system should have individual push-to-talk and on/off lights and be able to integrate into the larger great hall audio system.

Architectural/Interior:
• Replace stage carpet, including all associated steps and accessories with Commercial-grade soundproof flooring.
• Remove and replace the stage skirting, cover, and curtains with rich, heavy-duty flame/fire retardant fabric.
• Provide and install all necessary new safety railings at the stage.
• Remove/ dispose of the existing curtain and hardware at four (4) entries; replace them with new motorized, upward lift operable, frameless, sound-proof, partition doors. Incorporate all necessary headers/ frames to conceal exposed parts and hardware.
• Remove/dispose of the existing curtain and hardware at the back of the Great Hall where AV equipment is currently located. Design/build a new enclosed, elevated control booth to accommodate all new and existing AV equipment, racks, infrastructure, and controls organized above ceiling with appropriate hokes/trays or inside wall cavities. The new control booth must have one-way mirror/glass viewing directly to support the stage/various events. Install new door with PIV reader.
• Provide six (6) executive fully upholstered soft wingback seats and three (3) side tables. The design team must provide a minimum

of three (3) unique furniture styles, allowing customers to choose or customize the finish selection.

All other infrastructure:

Mechanical:
• Demolish and remove existing HVAC system.
• Design and install completely new code-compliant purpose-designed HVAC system for intended use of the space. HVAC cooling source must have redundancy (e.g., dual circuit DX unit)
• Install any required exterior equipment (e.g., chiller, condenser, glycol cooler) adjacent to auditorium condenser (optional: may be placed on roof; designer must recommend location).
• Replace existing condenser fence enclosure with new faux-masonry wall that encloses all outdoor equipment and aesthetically blends with existing architecture.
• Connect new HVAC system to existing Siemens BAS and program.
• Except for BAS connection, separate Great Hall cooling entirely from FPB cooling system; Great Hall must have completely independent cooling system.
• Designer may utilize FPB heating air and fresh air, if they can be brought to code; otherwise, designer must provide new heating and fresh air.
• Provide all required controls and electrical power from source identified by government.
• Commission system

Electrical/ Data:
• Plan, design, calculate, coordinate, provide, and install a comprehensive lighting and controls package, including ceiling, wall, stage, and floor lighting locations. The new lightings must be tailored to create various moods and atmospheres, with multiple control settings to be located in the rear control room.
• Provide power and data recessed floor boxes on each side of the stage. Each floor box must match the floor finish and include all necessary connections such as power, data, HDMI, SDI, XLR, USB, etc.
• Coordinate and provide all necessary power, data, wiring, trays, conduits, and electrical panels to support the new equipment throughout the area, including the control room.
• When the contractor makes any changes or connections to existing building electrical panels, the contractor must ensure the building electrical panels and all connections comply with the latest NEC codes requirements.

Fire Protection:
• Reinstall, relocate, or provide a new fire suppression system, fire alarms, and connections to accommodate the new space design and equipment, to comply with GSA building requirements and NFPA codes.

5.5.2 AUDITORIUM
Audio/Visual:
• Install video wall or high-brightness projection system.
• Provide three displays (two audience, one presenter).
• Install Four PTZ cameras with joystick control.
• Provide wireless microphone system with a minimum of 20 channels.
• Provide touch panels at booth and stage.
• Install HDMI and USB-C inputs at podium.
• Upgrade stage, booth, and auditorium lighting.
• Enable recording and streaming.
• Video Switcher with Physical Outboard Video Switching Control Surface.
• AV Distribution Amplifier and AV Press Mult Box for press and translation.
• Integrated Video, Audio, and communication fiber-optic connections to DOL’s 6th Floor Master Control room.
Architectural/Interior:
• Replace carpet/flooring in the Auditorium (sloped floor), stage, control room, hallways, and entrances/exits with commercial-grade soundproof floorings.
• Design, provide, install all necessary railings to meet codes, and standards.
• Re-upholster a total of 231 fixed auditorium seats with durable faux leather; remove/reinstall auditorium seating during carpet replacement.
• Replace stage curtains, hardware, and rail coverings with rich, heavy-duty flame/fire retardant fabric.
• Replace existing wood paneling on stage and doors with a new design appearance and commercial-grade acoustical noise reduction wood paneling solutions.

• Remove the existing acoustical fabric wall panels (3-walls) and associated hardware; design, coordinate, prepare walls, providing acoustical wall panels with a mix of acoustical materials including but not limited to wood slats, panels, fabric panels, baffles...etc.
• The AE team is to provide a minimum of three design concepts and finish options for selection and supply renderings for visual reference.
• Provide a complete design-build for the two ADA compliant powder rooms to create modern, durable, up-to-date spaces, including the replacement of all finishes for floor, walls, ceiling, lighting, switch, all plumbing fixtures (energy efficient toilet and under-mounted sink), faucets, mirror, hardware, and countertop (to solid surface).
• Provide new acoustical decorative ceiling panels in accordance with the new design, infrastructure, and new equipment. The new ceiling system must be a mix of materials and styles including but not limited to wood slats, acoustical ceiling panels, baffles...etc.
• Replace door hardware if existing do not meet codes. The new lock core must comply with the building master key.
• Design, replace, and install new signage, including directional and walkway lights.
• Provide ten (10) executive fully upholstered soft wingback seats and five (5) side tables. The design team must provide a minimum of three (3) unique furniture styles, allowing customers to choose or customize the finish selection.

All other infrastructure:

Mechanical/ Plumbing:

• Investigate and repair existing leaks in Direct Expansion (DX) unit and charge with refrigerant.
• Connect existing DX unit to existing Siemens BAS and program.
• Retro-commission HVAC system in accordance with ASHRAE Guideline 0.2 Commissioning Process for Existing Systems and Assemblies and ASHRAE Guideline 1.2-2019 Technical Requirements for the Commissioning Process for Existing HVAC&R Systems and Assemblies
• Repair bathroom plumbing to include plumbing fixtures replacement, water supply, and drainpipe. Electrical/Data:
• Plan, design, calculate, coordinate, analyze, provide, and install a comprehensive auditorium lighting and controls package, including ceiling, wall, stage, and floor lighting locations. The auditorium lighting and control system must be tailored to allow users to create various moods and atmospheres with multiple control settings to be located in the rear control room.
• Provide power and data recessed floor boxes on each side of the stage. Each floor box must match the floor finish and include all necessary connections such as power, data, HDMI, SDI, XLR, USB, etc.
• Coordinate and provide all necessary power, data, wiring, trays, conduits, and electrical panels to support the new equipment throughout the area, including the control room.
• When the contractor makes any changes or connection to existing building electrical panel, the contractor must ensure the building electrical panel and all connections complies with the latest NEC codes requirements.

Fire Protection:
• Reinstall, relocate, or provide a new fire suppression system, fire alarms, and connections to accommodate the new space design and equipment, to comply with GSA building requirements and NFPA codes.

5.5.3 MEZZANINE

Audio Visual:
• Install central display or projector plus audience displays.
• Install two PTZ cameras with joystick control.
• Install distributed ceiling speakers.
• Provide wireless mic system with minimum 20 channels.
• Provide HDMI input at podium.
• Provide touch panels for system control.
• Enable basic recording and streaming.
• Install acoustic treatments including soundproof curtains.

Architectural/Interior:
• Install column-to-column built-in video wall incorporating new or existing equipment. Provide all necessary structures, infrastructure, and decorative wall panels/materials to create modern focal video walls at both the front and back.
• Remove/ dispose of all existing curtains and hardware at four (4) entries and built-in audio-visual equipment.
• Provide new motorized, upward lift operable, frameless, sound-proof, partition doors at four (4) entries. Incorporate all necessary headers/ frames to conceal exposed parts and hardware.
• Provide and install new motorized curtains along the exterior window/balcony. The design team must provide a minimum of

three (3) unique materials, allowing customers to choose and/or customize the drapery selection.
• Remove the existing fireplace components and shelf. Design, provide, and install a new electrical recessed wall-mounted electric linear contemporary fireplace with multiple smart LED-lit flame settings to support the mezzanine.
• Provide decorative wall materials and built-in shelves at the fireplace feature wall.
• The AE team is to provide a minimum of three design concepts and finish options for selection and supply renderings for visual reference.
• Provide a decorative acoustical ceiling system, lighting, and controls to support various functions in the mezzanines. Coordinate new ceiling in accordance with the new design, infrastructure, and new equipment.
• Replace door hardware if existing do not meet codes. The new lock core must comply with the building master key.
• Design, replace, and install new signage, including directional.
• Provide four (4) solo quiet work booths with open privacy panels and/or fully enclosed soundproof booths and necessary infrastructure to support them.
• Provide power/data along back of video wall. The design team must provide a minimum of three (3) unique furniture styles, allowing customers to choose or customize the finish selection.

All other infrastructure:

Mechanical/Plumbing
• Demolish and remove existing HVAC system.
• Design and install completely new code-compliant purpose-designed HVAC system for intended use of the space. HVAC cooling source must have redundancy (e.g., dual circuit DX unit)
• Install any required exterior equipment (e.g., chiller, condenser, glycol cooler) adjacent to auditorium condenser (optional: may be placed on roof; designer must recommend location).
• Replace existing condenser fence enclosure with new faux-masonry wall that encloses all outdoor equipment and aesthetically blends with existing architecture.
• Connect new HVAC system to existing Siemens BAS and program.
• Except for BAS connection, separate Mezzanine cooling entirely from FPB cooling system; Mezzanine must have completely independent cooling system.
• Designer may utilize FPB heating air and fresh air, if they can be brought to code; otherwise, designer must provide new heating and fresh air.
• Provide all required controls and electrical power from source identified by government.
• Commission system
Electrical/ Data:
• Plan, design, calculate, analyze, provide, and install comprehensive lighting and controls package, including ceiling, wall, and floor lighting locations.
• Design, coordinate, provide, and install new dimmer light fixtures with multiple control settings.
• Design and install controllable stage lighting for Dias area.
• Provide all necessary power, data, HDMI, USB, wiring, trays, conduits, and electrical panels to support the new equipment throughout the area.
• When the contractor makes any changes or connection to existing building electrical panel, the contractor must ensure the building electrical panel and all connections complies with the latest NEC codes requirements.

Fire Protection:
• Reinstall, relocate, or provide a new fire suppression system, fire alarms, and connections to accommodate the new space design and equipment, to comply with GSA building requirements and NFPA codes.

5.6 TASK 6 – ARCHITECTURAL ENGINEERING (AE) SERVICES
The A/E Team and the Contractor should be familiar with the site including spatial constraints, existing to remain mechanical, electrical, and plumbing systems, and fire & life safety systems (including fire protection and alarms).

All design submittals by the A/E must be as per following applicable clauses:

The Contractor is responsible to verify all building information and dimensions provided by the government. Advise the project COR immediately of any variations, impacting the design.
1. Provide fire & life safety plans, architectural floor plan, furnishings/ equipment plans, ceiling/ lighting drawings, power/ data drawings, mechanical drawings, interior elevations, details, schedules, and other drawings, specifications or submittals as needed for the project scope.

2. Survey and provide fire & life safety and sprinkler calculations, drawings, specifications, and shop drawings to meet all applicable codes & standards.

3. Provide calculations of power and lighting requirements and survey of existing electrical panels and circuits with narrative describing proposed upgrades as needed.

4. Survey existing HVAC systems and plumbing to determine the extent of improvements with calculations and narrative description as needed.

5. Audio Visual (AV) cross-space options & add-alternates where available ASL interpreter camera with picture-in-picture overlay. Presenter-visible LED clock/timer. Stage lighting presets integrated with AV systems. Rack monitoring speaker. Remote broadcast link among all rooms. Bluetooth and enhanced BYOD support. Remote monitoring capabilities.

6. Government walkthroughs.
- Validate Architectural, AV, structural, Mechanical, plumbing, fire protection, and electrical requirements.
- Finalize equipment placement and device counts.
- Submit detailed installation schedule.
- Provide risk register and mitigation strategy.

5.6.1 Design Deliverable
Provide the following Design Submissions typically includes but not limited to Demolition Design, Structural Design, Remaining Work Design, Furniture/Equipment Design, Electrical Design, Mechanical Design, Fire & Life Safety Design or any other interior upgrade element that can be organized into a submittal package for reviews (anticipate 2-weeks review period for each submission) and approval by the Government.

a) Design Concepts Submission (inclusive of drawings, renderings, and actual finish material options); Due within thirty (30) calendar days from written authorization from the CO. This step may be repeated as necessary.
b) 35% Design Concept Submission (inclusive of 50% architectural/ interior layout and 35% engineering); Due within thirty (30) calendar days from Design Concepts approval.
c) 65% Design Development Submission (inclusive of 100% architectural/ interior layout and 65% engineering): Due within thirty (60) calendar days from the 35% Review Meeting.
d) 100% CD Design Submission: Due within thirty (30) calendar days from the 65% Review Meeting.
e) Final: Signed and Sealed Building/Structure Documents: Due twenty-four (24) calendar days from the 100% Review Meeting.
f) As-Builts: Due thirty (30) business days from substantial completion date. Submitted in both AutoCAD and REVIT, if available, along with PDF format.

1. Reviews, Due to the compressed schedule and to expedited Design/ Build process, on- board or virtual reviews will be conducted for all design submissions. The Contractor should anticipate approximately 2 calendar weeks for government team which can include end users, DOL and GSA, to review and submit review comments. The AE team must provide written responses to all written comments by the Government. Resubmittal of an unacceptable design submission must be a complete package that includes all the required, corrected components of that design submission. When required by the Government, the Contractor's resubmittal of design package, due to nonconformance, is not considered a delay.

2. Submittals will be required to articulate the finished work including shop drawings, product literature and samples and approved by DOL and the Contracting Officer.

3. AV Package:
- System design drawings and Bill of Materials.
- Control panel mockups
- As-built documentation (schematics, rack layouts).
- Configuration and programming files
- Training materials and Quick Reference Guides.
- Commissioning and Acceptance Test Plan
- Help Desk Support Materials
- Authentication and administrative information for all systems.

5.7.1 Help Desk Services

The Contractor must provide Help Desk services capable of supporting all installed AV systems. At a minimum, the Help Desk must:
Provide support coverage of 12×5×365

- Provide ticket intake via phone, email, and web
- Provide remote diagnostics, triage, and escalation
- Track, manage, and report on all tickets throughout their lifecycle
- Provide ticket status and metrics reporting to the COR as requested

The Contractor is responsible for determining the staffing, tools, and organizational structure necessary to meet these requirements.

The Government does not expect or require the Contractor to establish a dedicated help desk solely for this effort. The Contractor may leverage any existing support capabilities or service structures it deems appropriate, provided all performance requirements in this PWS are met.

5.7.2 Service Level Requirements (SLAs)

The Contractor must meet the following minimum response times:

Remote Response

- Initial acknowledgment: within 4 business hours
- Remote troubleshooting start: within 1 business day

Onsite Response

- Urgent/Critical issues: Onsite response within 2–4 hours
- Non-urgent issues: Onsite response next business day (for tickets opened before 12:00 PM local time)

The Contractor is responsible for determining how onsite support is delivered, including any staffing or subcontractor arrangements necessary to meet response times.

5.7.3 Hardware Maintenance and Warranty Coordination

The Contractor must maintain all AV hardware in fully operational condition throughout its existing commercial hardware maintenance, warranty management, and parts logistics programs. Requirements include:

- Coordinating manufacturer warranty claims on behalf of the Government
- Providing Government-approved replacement parts for non-warranty failures
- Next-business-day shipment for all in stock replacement parts
- Maintaining accurate service logs, configuration records, and parts inventory documentation

The Contractor must:

- Maintain all installed AV hardware in fully operational condition
- Coordinate all manufacturer warranty claims
- Provide Government-approved replacement parts for non-warranty failures
- Ship in-stock replacement parts by next business day
- Maintain logs, configuration records, and documentation
- Apply firmware/software updates quarterly, or sooner if required for security or functionality

The Contractor must implement any internal processes or partnerships necessary to meet these requirements.

PART 6 – APPLICABLE PUBLICATIONS

The Contractor must comply with the most current versions of the following federal laws, regulations, standards, and technical publications. These references form mandatory requirements for security, accessibility, safety, and technical execution of all work under this PWS. Any conflicts or ambiguities within, or among, the referenced Standards and Criteria Documents, or any deviations from requirements contained in the Standards and Criteria Documents, must be reported to the COR/PM in writing, for determination as to applicability. The Contractor must use the most recent versions of these documents issued at the time the RFP for the project is issued. In the event that there are conflicting requirements, the more stringent of the two must be used.

• Noted PBS P100 Facilities Standards for the Public Buildings Service, including all applicable Standards, Criteria and Guides listed therein.
• Architectural Barriers Act Accessibility Standards (ABAAS): is a mandatory for all projects. If local accessibility standards exist, the Contractor must follow the most stringent requirements between the local standards and ABAAS.
• International Building Code (IBC)

2. Refer to existing layout to aid in design build concepts requirements.

3. The project must comply with PBS-P100, Facilities Standards for the Public Buildings Service (2024) -**Attachment J.6**

6.1 FEDERAL INFORMATION SECURITY AND PRIVACY REQUIREMENTS
• Federal Information Security Modernization Act (FISMA) of 2014
• Homeland Security Presidential Directive 12 (HSPD-12)
• The Computer Security Act of 1987
• The Privacy Act of 1974 (5 U.S.C. § 552a)
• Executive Order 14028 – Improving the Nation's Cybersecurity
• OMB Circular A-130 – Managing Information as a Strategic Resource

NIST Publications:
• NIST SP 800-53 – Security and Privacy Controls for Federal Information Systems and Organizations
• NIST SP 800-61 – Computer Security Incident Handling Guide
• NIST SP 800-171 – Protecting Controlled Unclassified Information
• NIST SP 800-160 – Systems Security Engineering
• NIST SP 800-88 – Media Sanitization Guidelines
• NIST SP 800-137 – Information Security Continuous Monitoring

Federal Information Processing Standards (FIPS):
• FIPS 140-3 – Security Requirements for Cryptographic Modules
• FIPS 199 – Security Categorization Standard
• FIPS 200 – Minimum Security Requirements
Trusted Internet Connections (TIC) Initiative:
• OMB M-19-26 – TIC 3.0 Guidance

6.2 ACCESSIBILITY REQUIREMENTS
• Section 508 of the Rehabilitation Act (29 U.S.C. § 794d)
• Revised Section 508 Standards (January 2018)
• Web Content Accessibility Guidelines (WCAG) 2.0, Level AA
• DOL Management Series (DLMS), Chapter 600 – Section 508 Program Requirements

6.3 ACQUISITION AND CONTRACTING REQUIREMENTS
• Federal Acquisition Regulation (FAR)
• FAR Part 39 – Acquisition of Information and Communication Technology
• FAR Subpart 9.5 – Organizational and Consultant Conflicts of Interest
• FAR 52.212-4 – Contract Terms and Conditions—Commercial Items
• FAR 52.246-4 – Inspection of Services—Fixed Price

6.4 AUDIOVISUAL INDUSTRY STANDARDS
• AVIXA CTS/CTS-I/CTS-D Certification Standards

• AVIXA A102.01 – Audio Coverage Uniformity
• AVIXA A103.01 – Networked AV Systems
• AVIXA V201.01 – Display Image Size for 2D Content
• ANSI/INFOCOMM 4M-2012 – Cable Labeling Standard
• ANSI/INFOCOMM 8M-2013 – AV Documentation Standard
• IEEE 802.3 – Ethernet and Power over Ethernet (PoE)
• HDCP 2.2 – High-bandwidth Digital Content Protection

6.5 INFORMATION AND COMMUNICATIONS TECHNOLOGY (ICT)
• AV-over-IP systems must comply with FISMA Moderate requirements.
• Contractor IT systems must use FIPS-validated cryptography for all data-in-transit and data-at-rest.
• All AV devices must be compatible with DOL network architecture and cybersecurity policies.
• Prohibited technologies (e.g., Kaspersky Lab and covered telecom equipment under FAR 52.204-25) must not be used.

6.6 FACILITY, BUILDING, AND SAFETY REQUIREMENTS
• OSHA Regulations (29 CFR Part 1910)
• Local building and electrical codes
• NFPA 70 – National Electrical Code (NEC)
• NFPA 101 – Life Safety Code
• DOL facility access and safety requirements
• Architectural Barriers Act (ABA)
• ANSI/ASSE Standards for working at height and equipment safety

PART 7 – TECHNICAL EXHIBITS

Technical Exhibits are informational and do not change or supersede the requirements stated in the PWS.

TECHNICAL EXHIBIT 1 – PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Standard	Performance Threshold	Method of Surveillance
PRS # 1 Special Qualifications	Must maintain special qualification standards throughout the contracts period of performance.	Certifications/Credentials must be maintained 100% of the time.	100% inspection by Technical Oversight. Continuous Observation by COR and Technical Oversight
PRS # 2 Requirements Gathering and Development	Requirements gathering and developed in accordance with industry standards.	Documents must be 100% error free	Periodic Surveillance via weekly status reports Continuous Observation by COR and Technical Oversight Customer input via service delivery 100% inspection by Technical Oversight.
PRS # 3 Project Schedule Development and Systems Functional Review	Must be developed Monthly in accordance to industry standards	Documents must be 100% error free and 100% compliant with ETA's current operational state.	Periodic Surveillance via weekly status reports Continuous Observation by COR and Technical Oversight Customer input via service delivery 100% inspection by Technical Oversight.
PRS # 4 Documentation/ Submission	As needed	Documents should be 100% error free.	100% inspection by Technical Oversight. Continuous Observation by COR and Technical Oversight Customer input via service delivery
PRS # 5 Installation in accordance with PWS.	Industry standards and quality workmanship.	Zero deviation from the standard	Periodic Surveillance via weekly status reports Continuous Observation by COR and Technical Oversight Customer input via service delivery 100% inspection by Technical Oversight.

PRS # 6 Punch List Completion in accordance with PWS.	Punch List with before and after pictures and resolutions	Zero deviation from the standard	Periodic Surveillance via weekly status reports Continuous Observation by COR and Technical Oversight Customer input via service delivery 100% inspection by Technical Oversight.
PRS # 7 Final Documentation in accordance with PWS.	Procurement Package, Drawings and Documents.	Must be 100% completed by the date prior to the project completion	Periodic Surveillance via weekly status reports Continuous Observation by COR and Technical Oversight Customer input via service delivery 100% inspection by Technical Oversight.
PRS # 8.1.1 Removal of existing AV systems	Systems removed, inventoried, and prepared for eDisposal	100% compliance	Inspection by COR and BOC
PRS # 8.1.2 Inventory accuracy	Inventory includes serial numbers and room identifiers	95% accuracy	Document review
PRS # 8.2 Installation of new AV systems	Systems installed, configured, and tested successfully	100% compliance	Onsite inspection and testing
PRS # 8.3.1 System verification and testing	All audio, video, and control systems verified	100% compliance	Functional testing

PRS # 8.3.2 Training delivery	Training delivered per schedule; materials 508 compliant	100% compliance	COR observation
PRS # 8.3.3 Documentation completeness	As-built documents and configuration files complete	95% accuracy	Document review
PRS # 8.3.4 Debris removal	All debris removed after installation	95% compliance	Periodic inspection
PRS # 8.4 Hybrid platform compatibility	Systems interoperate with MTR, Zoom, and Webex	100% compliance	Functional testing
PRS # 8.5 Room-specific requirements	Systems installed to meet room specifications	100% compliance	Onsite inspection
PRS # 8.6 Deliverable timeliness	Deliverables submitted according to schedule	No more than 3% deviation from the approved schedule.	Schedule tracking

PRS # 8.7 Special Qualifications	Must maintain special qualification standards throughout the contracts period of performance	Certifications/Credentials must be maintained 100% of the time.	100% inspection by technical oversight. Continuous observation by COR and technical oversight
PRS # 8.8 Requirements and Gathering and Development	Requirements gathering and developed in accordance with industry standards.	Documents must be 100% error free as much as possible.	Periodic surveillance via Bi-weekly status reports. Continuous observation by COR and technical oversight. 100% inspection by Technical Oversight.
PRS # 8.9 Project Schedule Development and Systems Functional Review	Must be developed monthly in accordance to industry standards	Documents must be near 100% in compliance with agency's current operation state.	Periodic surveillance via Bi-weekly status reports. Continuous observation by COR and technical oversight. 100% inspection by Technical Oversight.
PRS # 8.10 Documentation/Artifacts	As needed	Documents should be 100% error free.	100% inspection by Technical Oversight. Continuous Observation by COR and Technical Oversight Customer input via service delivery
PRS # 8.11 Standard finishes and installations in accordance with PWS part 5.	Industry standards for quality workmanship.	Zero deviation from the standard.	Random samplings via bi-weekly status reports. Customer input via service delivery. 100% inspection by Technical Oversight.
PRS # 8.12 Fire suppression installation in accordance with PWS 5	NFPA 96 and NFPA 17	Zero deviation from the standard	Random Sampling via weekly status reports Customer input via service delivery 100% inspection by Technical Oversight.

PRS # 8.13 Installation in accordance with PWS part 5.	Building standards and specifications	Zero deviation from the standard.	Periodic surveillance via bi-weekly status reports. Continuous observation by COR and technical oversight. Customer input via service delivery. 100% inspection by Technical Oversight.

TECHNICAL EXHIBIT 2 – DELIVERABLES SCHEDULE

This exhibit identifies all contract deliverables, associated PWS references, submission timelines, formats, and designated submission recipients.

Deliverable	PWS Reference	Submission Timeline	Format	Submit To
Quality Control (QC) Plan and Checklist	1.6.1	Within 7 days of award; updates as needed	MS Word / PDF	COR
Bonds: Payment and Performance	H.6	Within 10 days of award; updates as needed	PDF	CO, CS, & COR
Insurance	H.5	Within 10 days of award; updates as needed	PDF	CO, CS & COR
Meeting Minutes	Various	TBD, 24 hours after the meeting is held	MS Word/PDF	CO, CS & COR
Special Warranty	H.22	With request for inspection for substantial completion	MS Word/PDF	CO, CS & COR
Detailed Work Plan and Schedule	5.0	Within 7 calendar days of award	MS Word/PDF	COR
Project Schedule	5.16	Within 30 days of award; updates as needed	MS Project / COR-approved format	COR
Bi-Weekly Status Reports	5.17	Every other Friday	MS Word / PDF	COR
Inventory of Removed AV Equipment	5.1.2	Within 10 days of removal completion	PDF + Excel	COR
System Design Drawings & Equipment Lists	5.18	Prior to installation	PDF + Native Format (DWG/VSDX)	COR
Control Panel Mockups	5.18.1	Before programming begins	PDF/Image	COR
Authentication Information	5.18.2	At system turnover	Encrypted Format	COR
Design Concepts Submission	5.6.1	Within 30 days of award; updates as needed	Renderings in PDF + Native Formats + Finish Samples (if require)	COR
35% Design Concept Documentation	5.6.1	Within 30 days of design concepts; updates as needed	PDF + Native Formats (if require)	COR
65% Design Development Documentation	5.6.1	Within 60 days of 35% review meeting; updates as needed	PDF + Native Formats (if require)	COR
100% Design Development Documentation	5.6.1	Within 30 days of 65% review meeting; updates as needed	PDF + Native Formats (if require)	COR
Final Design Documentation	5.6.1	Within 24 days of 100% review meeting; updates as needed	PDF + Native Formats (if require)	COR
As-Built Documentation	5.3.3	Within 30 days from substantial	PDF both AutoCAD/ REVIT	COR

		completion date. review meeting; updates as needed	Formats	
Commissioning & Acceptance Test Plan	5.18.3	Before acceptance testing	PDF	COR
Training Materials & Quick Reference Guides	5.3.2	Before training sessions	508-Compliant PDF	COR
Final Turnover Package	5.3-5.8	At project completion	PDF + Bundled Archive	COR
Warranty Management Plan	5.3 to 5.8	10 calendar days prior to Final Acceptance	PDF + Bundled Archive	COR

TECHNICAL EXHIBIT 3 –REFERENCE DRAWINGS

This Technical Exhibit provides several drawings with additional information for the existing space in the Frances Perkins Building for reference. It is important to note that this exhibit does not relieve the contractor of the responsibility to conduct surveys and field verifications. The contractor is responsible for ensuring that all drawings and specifications are accurate and that any discrepancies are promptly reported to the Contracting Officer in writing.

See Attachment J.3

TECHNICAL EXHIBIT 4 – EXISTING AV SYSTEM INVENTORY

This Technical Exhibit provides a consolidated list of all existing Audio/Visual (AV) equipment currently installed in the Great Hall, Auditorium, and Mezzanine. The Contractor shall use this exhibit to plan removals, coordinate asset disposition, and identify potential reuse restrictions. The contractor is expected to procure new AV equipment to meet capabilities as defined in this PWS.

See Attachment J.4

D - Packaging and Marking

Packaging and Marking

There are no clauses included in this section

E - Inspection and Acceptance

Inspection and Acceptance

RFO 52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)

F - Deliveries or Performance

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): www.acquisition.gov.
(End of clause)

52.242-14 Suspension of Work (Apr 1984)

52.242-15 Stop-Work Order (Aug 1989)

G - Contract Administration Data

G.1 AUTHORITIES OF GOVERNMENT PERSONNEL

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of this contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government's points of contact during the performance of this contract:

Contracting Officer: Emily E. Bear
Phone: (202) 693-0109
Email: Bear.Emily.E@dol.gov

All communications pertaining to contractual and/or administrative matters under this contract must be sent to the Contracting Officer and Contract Specialist identified at the time of award.

G.2 RESPONSIBILITIES OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)

A Contracting Officer's Representative (COR) will be identified at the time of award.

G.3 PROJECT MEETINGS

All progress meetings will be held at a place and time established, at the discretion of the CO and COR, for the purpose of coordinating with the contractor and status updates of the project. Progress meetings will be scheduled on a regular basis for the duration of construction through substantial completion. Meeting minutes resulting from the weekly progress meetings will be issued identifying at a minimum: (a) topics discussed, (b) critical submittals and status, (c) actions required, responsible parties, and time frames to resolve, (d) progress achieved since last meeting, (e) Quality Control deficiencies and issues, and (f) minimum of ten (10) quality.

G.4 PROJECT SAFETY

The Contractor must be responsible for initiating, maintaining, and supervising a safety program in connection with the projects. All reasonable precautions are to be taken to provide protection and to prevent damage, injury, or loss to:

A. Employees and others who may be affected by the construction project.
B. All project materials and equipment on the site.
C. Other property on the site or adjacent thereto.

The Contractor must erect and maintain approved barricades and all reasonable safeguards for safety and protection, including the posting of danger signs and other warnings against hazards. During any approved new construction, the Contractor is to erect fences or other barriers around the construction site and any required storage and staging areas.

Current OSHA regulations must be followed in the placement or erection of safety barriers.

H - Special Contract Requirements

H.1 PROPOSAL PREPARATION COST
The costs for the preparation of proposals in response to the solicitation are the responsibility of the contractor and is not a reimbursable expense. The resulting contract will include, at a minimum, all labor, management, supervision, mobilization, material and equipment cost, and any cost associated with the required services to be performed. The contractor must furnish all project management, planning, estimating, labor, transportation, materials, equipment, tools, supervision, and all other associated costs necessary to fulfill the requirements of the resultant contract.

H.2 SUBCONTRACTING RESPONSIBILITIES
The contractor must be responsible for the management and performance of all subcontractors. The contractor must ensure the work is completed within the stated requirements.

H.3 INSURANCE
H.3.1 Amount of Insurance.

H.3.1.1 The Contractor's attention is directed to Section I, RFO 52.228-5, "Insurance - Work on a Government Installation". As required by this clause, the Contractor is required to provide whatever insurance is legally necessary. The Contractor, must, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

H.3.1.2 Workers Compensation and Employer's Liability
1.Statutory: Amounts in coverage as required by the State compensation laws including provisions for voluntary benefits as required in labor union agreements and including provisions for extending policy in accordance with laws and other jurisdictions.

2.Employer's Liability: At least $100,000 each accident.

H.3.1.3General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury).

1.Bodily Injury on or off the site:
Per Occurrence $250,000
Cumulative $500,000

2.Property Damage on or off the site:
Per Occurrence $100,000
Cumulative $250,000

3.Motor Vehicle Liability (for each motor vehicle):

Bodily injury or death $250,000 per person
$500,000 per occurrence

H.3.1.4The foregoing types and amounts of insurance are the minimums required. The Contractor must obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance must be as provided by law or sufficient to meet normal and customary claims.

H.3.1.5Prior to the commencement of work hereunder, the Contractor must furnish to the CO a certificate or written statement of the above-required insurance. Companies must be acceptable to the Government. The policies evidencing required insurance must contain and endorsement to the effect that cancellation or material change in the policies diversely affecting the interest of the Government must not be effective until thirty (30) days after written notice thereof to the CO. The Contractor must maintain a one-year workmanship warranty and a one-year General Comprehensive Liability Insurance, covering the one-year warranty period after Final Acceptance.

The Contractor agrees to insert the substance of this clause, including this last paragraph, in all subcontracts hereunder. The Certificate

of Insurance cancellation section must read: “Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the below named certificate holder or to the certificate holder named to the left.”

H.3.1.6 Builder’s Risk
The Contractor must provide Contractor’s Builder’s Risk and Fire and Extended Coverage Insurance to protect the Government and the Contractor and subcontractors against loss caused by the perils insured against the amount of 100% of the value of the project, including items of labor and materials in place or to be used as part of the permanent structure, including surplus materials, temporary structure and miscellaneous materials and supplies incidental to the work. Such insurance may be maintained in full force and effect until the project is accepted. Policies must be written to include the United States Government and the Contractor. Write the words “as their interest may appear.”

H.3.2 The Contractor agrees that the Government must not be responsible for personal injuries or for damage to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from an incident to the Contractor’s performance of this contract. The Contractor must hold harmless and indemnify the Government from all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

H.3.3 The Contractor must obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

H.3.4 Government as Additional Insured. The general liability policy required of the Contractor must name “the United States of America, acting by and through the Department of Labor”, as an additional insured with respect to operations performed under this contract.

H.3.5 Time for Submission of Evidence of Insurance. The Contractor must provide evidence (e.g. Certificate of Insurance) of the insurance required under this contract within ten (10) calendar days after contract award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

H.4 SAFEGUARDING OF INFORMATION
The Contractor and its employees must exercise utmost discretion regarding all matters relating to their duties and functions. They must not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except to the extent necessary to perform their required duties in the performance of the contract requirements or as provided by written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract must be for sole use of and must become the exclusive property of the U.S. Government. No article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of the work performed under this contract must be published or disseminated through any media, to include company websites, without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract or at any other point in time. The Contract must include the substance of this provision in all subcontracts hereunder.

H.5 PUBLIC RELEASE OF INFORMATION
There must be no public release of information or images concerning any aspect of the project, or other services relating to the resulting contract, or other documents resulting therefrom, without the written prior approval of the Contracting Officer. The contractor must include the substance of this provision in all subcontracts hereunder.

H.6 DOCUMENTS - OWNERSHIP AND USE

H.6.1 Ownership and Use of Drawings, Specifications, Software, and Models.

H.6.1.1 Ownership. All drafts, revisions, and versions of specifications, drawings, software code, databases, and models (digital, tangible, and scale), and all copies thereof, generated in the performance of the Contract or furnished to the GOVERNMENT in the performance of the Contract (“Documents”) must be and are the exclusive property of the Government.

H.6.2 Record Documents. During the performance of the Contract work, the Contractor must maintain at the project site a current, marked set of Contract drawings and specifications indicating all interpretations and clarifications, contract modifications, change

orders, and any other departure from the Contract requirements approved by the CO, and a complete set of record shop drawings, product data, samples and other submittals as approved by the CO.

H.6.3 "As-Built" Documents. With the request for inspection for Substantial Completion, the Contractor must provide complete sets of "as-built" drawings based upon the record set of drawings, marked to show the details of project as actually accomplished, and record shop drawings and other submittals, in the number and form as required by the specifications. Final As-Built Documents submittal must be provided at time of Final Completion/Closeout package submission before Final Acceptance and must incorporate any additional final changes.

H.7 INITIATION OF LIQUIDATED DAMAGES
Liquidated damages must begin a day after substantial completion. The date of substantial completion will be established in the written authorization from the CO. Liquidated damages must be assessed in accordance with the RFO Clause 52.211-11, Liquidated Damages-Supplies, Services, or Research and Development (SEP 2000).

H.8 RIGHTS AND OBLIGATIONS
The rights and obligations of the parties to the contract must be subject to and governed by the provisions of this contract, the provisions of the Performance Works Statement issued.

H.9 LAWS AND REGULATIONS

H.9.1 The Contractor must, without additional expense to the Government, be responsible for complying with all applicable laws, and the regulations, procedures and standards promulgated there under. The Contractor will comply with all applicable Federal and State and Local laws, rules, and regulations, which deal with or relate to the employment of persons who perform work or are trained under contract. In the event of a conflict among the contract and such laws and regulations, the Contractor must promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

H.9.2 Subcontractors. The Contractor must give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

H.9.3 Evidence of Compliance. Proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause must be submitted by the Contractor at such times as directed by the Contracting Officer.

H.10 EQUITABLE ADJUSTMENTS

H.10.1 Documentation of Proposals for Equitable Adjustments.

H.10.1.1 Direct Costs. Direct costs must be considered to include the following:

H.10.1.1.1 Material quantities by trades and unit costs, including delivery to the site. Manufacturing or subcontractor overhead and profit associated with material fabrication performed will be part of the material costs of the fabricated item delivered to the job site.

H.10.1.1.2 Labor breakdown by trades and unit costs, identified with the specific item of material to be placed or operation to be performed. Subcontractor overhead and profit associated with labor costs will be included in the unit costs.

H.10.1.1.3 Equipment exclusively necessary for the change.

H.10.1.1.4 Costs of preparation and/or revision to shop drawings resulting from the change.

H.10.1.1.5 Any incremental costs of insurance or employment taxes.

H.10.1.1.6 Bond costs, when the size of the change warrants revision.

H.10.1.2 Proposed time adjustments. The Contractor must submit with any request for an equitable adjustment or change proposal a proposed time extension (if applicable) and must include sufficient information to demonstrate whether and to what extent the change will delay the project in its entirety.

H.10.1.3 Release by Contractor. The price and time adjustment made in any Bilateral Contract modification must be considered to account for all items affected by the change or other circumstances giving rise to an equitable adjustment, including all indirect costs, and other costs such as delay, disruption, acceleration, and cumulative impact. Upon the issuance of such Contract modification, the Government must be released from all liability under the resultant contract for further equitable adjustments attributable to the facts and circumstances giving rise to the change proposal or request for equitable adjustment.

H.10.1.4 If a mutually acceptable price cannot be reached, the Contracting Officer may determine the price unilaterally.

H.11 SPECIAL UTILITY PROVISION

The contractor must be responsible for all damages to accurately marked utilities resulting from its operations. Further, the contractor must be held liable for all costs associated with such damages. Such costs include not only the costs to properly repair the damaged utility, but any direct costs incurred by the government to provide emergency response to the site, as well as for any other monetary losses. Such loss may also include the value of loss of productivity experienced by the government due to loss of power and/or facility evacuation arising from the utility damage. Contractors are to field verify and mark location of utilities shown on the permit.

H.12 RESPONSIBILITY OF CONTRACTOR

H.12.1 Damage to Persons or Property. The Contractor must be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence and must take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

H.12.2 Responsibility for Work Performed. The Contractor must be responsible for all materials delivered and work performed until final completion and acceptance of the entire work, except for any completed unit of work which may have been accepted in writing under the contract.

H.12.3 Responsibility of the Contractor. It is the responsibility of the Prime Contractor to review and approve all submittals initiated by their respective subcontractors. Any submittal received by the Government for review and approval that has not been first reviewed and approved by the Prime Contractor may be summarily rejected without discussion. The Prime Contractor is also responsible for obtaining review and comments of submittals from their subcontracted architect-engineer prior to submission to the Government. Any submittal received by the Government that has not been first reviewed and approved by the architect-engineer may be summarily rejected without discussion.

H.13 OPERATIONS

H.13.1 Operations and Storage Areas.

H.13.1.1 Confinement to Authorized Areas. The Contractor must confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer, Contracting Officer's Representative and Center.

H.13.1.2 Vehicular Access. The Contractor must, and in accordance with any regulations prescribed by the Contracting Officer, Contracting Officer's Representative and Center, use only established site entrances and roadways.

H.13.2 Use Of Premises.

H.13.2.1 Occupied Premises. If the premises are occupied, the Contractor, its subcontractors, and their employees must comply with the regulations promulgated by the Government governing access to, operation of, and conduct while in or on the premises and must perform the work required under this contract in such a manner as not to unreasonably interrupt or interfere with the conduct of Government business.

H.13.2.2 Requests From Occupants. Any request received by the Contractor from occupants of existing buildings to change the sequence of work must be referred to the COR for determination.

H.13.2.3 Access Limited. The Contractor, its subcontractors and their employees must not have access to or be admitted into any

building or portion of the site outside the areas designated in this contract, except as necessary to perform the required work.

H.14 TEMPORARY FACILITIES AND SERVICES

H.14.1 Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the COR and must be built with labor and materials furnished by the Contractor, the cost of which is included in the contract price. The temporary buildings and utilities must remain the property of the Contractor and must be removed by the Contractor at its expense upon completion of the work.

H.15 IMPORTED MATERIALS, EQUIPMENT, AND PERSONNEL

H.15.1 Costs to be borne by Contractor. The Contractor is responsible for paying all charges, whatsoever, except customs duties as provided herein, incurred in obtaining materials that must be imported for the project and in transporting the materials from their place or origin to FPB. Moving costs must include, but not necessarily be limited to, packing, handling, cartage, overland freight, ocean freight, transshipment, port, unloading, customs clearance and duties (other than customs duties as provided herein), unpacking, storage, and all other charges including administrative costs in connection with obtaining and transporting the materials from their source to the project site.

H.16 SPECIAL WARRANTIES

H.16.1 Special Warranty Obligations. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor must-

(1) Obtain all warranties that are required by the Contract documents and those that would be given in normal commercial practice.

(2) Require all warranties to be executed, in writing, for the benefit of the Government, unless otherwise directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, unless otherwise directed by the Contracting Officer.

H.16.2 Warranty information. The Contractor must obtain and furnish to the Government all information which is required in order to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective, and must submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified in the guarantee or warranty, but not later than with request for Final Completion/Closeout package.

H.17 REPORTING ACCIDENTS

The Contractor must provide notice to the Government and prepare a written report of any kind of incident or accident involving damage to property or injury of personnel. Notice of property damage must be provided to the Contracting Officer and Contracting Officer's Representative within two hours of the incident, if during normal business hours, or within two hours of the beginning of the next workday if the incident occurs other than during duty hours. In event of an accident or incident involving serious injury or death or the discharge of a firearm, the Contractor must notify the Contracting Officer and Contracting Officer's Representative within one hour. The Contractor must prepare a detailed written report of each incident or accident and forward one copy of the report to the Contracting Officer and one copy to the designated COR not later than 48 hours after the occurrence of the incident.

I - Contract Clauses

Clauses

RFO 52.203-3 Gratuities. (APR 1984)

RFO 52.203-6 Restrictions on Subcontractor Sales to the Government. (JUN 2020)

RFO 52.203-7 Anti-Kickback Procedures. (JUN 2020)

RFO 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)

RFO 52.203-13 Contractor Code of Business Ethics and Conduct. (NOV 2021)

RFO 52.203-17 Contractor Employee Whistleblower Rights. (NOV 2023)

RFO 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)

RFO 52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)

RFO 52.204-13 System for Award Management-Maintenance. (OCT 2018) (Deviation NOV 2025)

RFO 52.204-19 Incorporation by Reference of Representations and Certifications. (DEC 2014)

RFO 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) (Deviation NOV 2025)

RFO 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (OCT 2018) (Deviation NOV 2025)

RFO 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015) (Deviation NOV 2025)

RFO 52.212-1 Instructions to Offerors-Commercial Products and Commercial Services. (SEP 2023) (Deviation NOV 2025)

RFO 52.212-4 Terms and Conditions-Commercial Products and Commercial Services. (NOV 2023) (Deviation NOV 2025)

RFO 52.219-6 Notice of Total Small Business Set-Aside. (NOV 2020) (Deviation NOV 2025)

RFO 52.219-8 Utilization of Small Business Concerns. (JAN 2025) (Deviation NOV 2025)

RFO 52.222-54 Employment Eligibility Verification. (JAN 2025) (Deviation NOV 2025)

RFO 52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026. (JAN 2022)

RFO 52.222-62 Paid Sick Leave Under Executive Order 13706. (JAN 2022) (Deviation MAR 2026)

RFO 52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026) (Deviation APR 2026)

RFO 52.223-3 Hazardous Material Identification and Safety Data. (FEB 2021) (Deviation NOV 2025)

RFO 52.223-12 Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners. (MAY 2024) (Deviation NOV 2025)

RFO 52.223-23 Sustainable Products. (MAY 2024) (Deviation NOV 2025)

RFO 52.225-1 Buy American-Supplies (OCT 2022) (Deviation NOV 2025)

RFO 52.226-8 Encouraging Contractor Policies To Ban Text Messaging While Driving. (MAY 2024)

RFO 52.228-2 Additional Bond Security. (OCT 1997)

RFO 52.228-5 Insurance - Work on a Government Installation. (JAN 1997)

RFO 52.228-11 Individual Surety-Pledge of Assets. (FEB 2021)

RFO 52.228-12 Prospective Subcontractor Requests for Bonds. (DEC 2022)

RFO 52.228-14 Irrevocable Letter of Credit. (NOV 2014)

RFO 52.232-1 Payments. (APR 1984)

RFO 52.232-17 Interest. (MAY 2014)

RFO 52.232-18 Availability of Funds. (APR 1984)

RFO 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)

RFO 52.233-1 Disputes. (MAY 2014) (Deviation MAR 2026)

RFO 52.233-3 Protest after Award. (AUG 1996) (Deviation NOV 2025)

RFO 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004) (Deviation NOV 2025)

RFO 52.236-7 Permits and Responsibilities. (NOV 1991) (Deviation AUG 2025)

RFO 52.236-12 Cleaning Up. (APR 1984) (Deviation AUG 2025)

RFO 52.236-13 Accident Prevention. (NOV 1991) (Deviation AUG 2025)

RFO 52.242-13 Bankruptcy. (JUL 1995)

RFO 52.244-5 Competition in Subcontracting. (AUG 2024)

RFO 52.244-6 Subcontracts for Commercial Products and Commercial Services. (OCT 2025) (Deviation APR 2026)

DOLAR 2952.209-70 Organizational Conflict of Interest Clause-OCI-1 Exclusion From Future Agency Contracts. (DEC 2012)

RFO 52.211-11 Liquidated Damages-Supplies, Services, or Research and Development. (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of $600 per calendar day of delay [Contracting Officer insert amount].

(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

(End of clause)

RFO 52.217-8 Option To Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 calendar days.

(End of clause)

RFO 52.228-1 Bid Guarantee. (SEP 1996)

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

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

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

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

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

(End of provision)

RFO 52.228-16 Performance and Payment Bonds - Other Than Construction. (NOV 2006)

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

Original contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 100% percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to 100% percent of the original contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within 10 days, but in any event, before starting work.

(d) The Government may require additional performance and payment bond protection if the contract price is increased. The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782. Or via the internet at *http://www.fms.treas.gov/c570/*.

(End of clause)

DOLAR 2952.201-70 Contracting Officer's Representative (COR) Clause. (SEP 2014)

(a) A Contracting Officer's Representative (COR) will be delegated upon award. A copy of the delegation memorandum will be provided to the COR and a delegation letter sent to the vendor.

(b) The COR is responsible as applicable for receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual scope of work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If, as a result of technical discussions, it is desirable to alter/change contractual obligations or the scope of work, the contracting officer must issue such changes.

(End of Clause)

DOLAR 2952.204-70 Records Management Requirements. (AUG 2018)

A. Definitions

"Federal record," as defined in 44 U.S.C. 3301, includes all recorded information, regardless of form or characteristics, made or received by a federal agency under federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term federal record:

(a) Includes DOL records.

(b) Does not include personal materials.

(c) Applies to records created, received, or maintained by contractors pursuant to their DOL contract.

(d) May include deliverables and documentation associated with deliverables.

B. Requirements

(a) Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to, the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR chapter XII, subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

(b) In accordance with 36 CFR 1222.32(b), all data created for Government use and delivered to, or falling under the legal control of, the Government are federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.

(c) In accordance with 36 CFR 1222.32, contractor shall maintain all records created for government use or created in the course of performing the contract and/or delivered to, or under the legal control of, the Government and must be managed in accordance with federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

(d) DOL and its contractors prevent the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of DOL or destroyed except for in accordance with the provisions of the applicable agency schedules and with the written concurrence of the Head of the Contracting Activity in consultation with the Agency Records Officer. Willful and unlawful destruction, removal, damage, or alienation of federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, the contractor must report the event to DOL. The agency must report the incident directly to their Agency Records Officer. The Agency Records Officer will engage the Departmental Records Officer who will follow procedures promptly to report to NARA in accordance with 36 CFR part 1230.

(e) The contractor shall immediately notify the appropriate contracting officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records, or equipment. Disclosure of non-public

information is limited to authorized personnel with a need-to-know as described in the contract. The contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The contractor shall not remove material from government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records, and/or equipment is no longer required, it shall be returned to DOL's control, or the contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the contracting officer or address prescribed in the contract. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with paragraph (d) of this clause.

(f) The contractor is required to obtain the contracting officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material, and/or records generated under, or relating to, contracts. The contractor (and any sub-contractor) is required to abide by government and DOL guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

(g) The contractor shall only use government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with DOL policy.

(h) The contractor shall not create or maintain any records containing any non-public DOL information that are not specifically tied to or authorized by the contract.

(i) The contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.

(j) [[Insert the following if no other data rights clause has been included in the contract]] The DOL owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which DOL shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through 52.227-20.

(k) Training. All contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take the annual mandatory records management training, provided by DOL, as directed by the Contracting Officer's Representative (COR). The training shall be completed in a timeframe specified by the COR. The contractor confirms training has been completed according to agency policies, including initial training and any annual or refresher training.

C. Flow Down of Requirements to Subcontractors

(a) The contractor shall incorporate the substance of this clause, its terms, and requirements, including this paragraph, in all subcontracts under this contract and require written subcontractor acknowledgment of same.

(b) Violation by a subcontractor of any provision set forth in this clause will be attributed to the contractor.

(End of Clause)

DOLAR 2952.211-70 Internet Protocol Version 6 (IPv6) Clause. (MAY 2015)

(a) Any system or product that includes: hardware, software, firmware, and/or networked components, including but not limited to, voice, video, or data that is developed, procured, or acquired in support and/or performance of this requirement shall be capable of transmitting, receiving, processing, or forwarding digital information across system boundaries that are formatted in accordance with commercial standards of Internet Protocol (IP) version 6 (IPv6) as set forth in the USGv6 Profile (NIST Special Publication 500-267) and corresponding declarations of conformance defined in the USGv6 Test Program.

(b) This IPv6 capable system or product shall maintain interoperability with IPv4 systems and provide the same level of performance and reliability capabilities of IPv4 systems.

(c) This IPv6 capable system or product shall have available IPv4 and IPv6 technical support for development, implementation, and troubleshooting of the system.

(d) This IPv6 capable system or product can be upgraded, or the vendor will provide an appropriate migration path for industry-required changes to IPv6 as the technology evolves, at no additional cost to the Government.

(e) This IPv6 capable system or product must be able to operate on networks supporting IPv4 & IPv6, as well as networks that support both.

(f) Any system or product whose IPv6 non-compliance is discovered and made known to the vendor/contractor within 12 months of the start of performance shall be upgraded, modified, replaced, or brought into compliance at no additional cost to the Federal Government.

(End of Clause)

DOLAR 2952.224-70 Privacy Breach Notification Requirements. (APR 2018)

A. Definitions

"Breach" is defined as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where-

(a) A person other than an authorized user accesses or potentially accesses Personally Identifiable Information (PII); or

(b) An authorized user accesses or potentially accesses PII for an unauthorized purpose.

"Information" is defined as any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, electronic, or audiovisual forms (see Office of Management and Budget (OMB) Circular No. A-130, Managing Federal Information as a Strategic Resource).

"Information System" is defined as a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Personally Identifiable Information" is defined as information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual (see OMB Circular No. A-130, Managing Federal Information as a Strategic Resource).

B. Requirements

(a) Contractors and subcontractors that collects or maintains federal information on behalf of the agency or uses or operates an information system on behalf of the agency shall comply with federal law *e.g.*, FISMA 2014, E-Government Act and the Privacy Act. Additionally, the contractor shall meet OMB directives and National Institute of Standards and Technology Standards to ensure processing of PII is adequately managed.

(b) The contractor shall:

(1) Properly encrypt PII in accordance with appropriate laws, regulations, directives, standards, or guidelines;

(2) Report to DOL any suspected or confirmed breach in any medium or form, including paper, oral, and electronic within one hour of discovery;

(3) Cooperate with and exchange information with DOL (contracting officer and Contracting Officer's Representative) as well as allow for an inspection, investigation, forensic analysis, as determined necessary by the DOL, to effectively report and manage a suspected or confirmed breach;

(4) Maintain capabilities to determine what DOL information was or could have been compromised and by whom, construct a timeline of user activity, determine methods and techniques used to access federal information, and identify the initial attack vector;

(5) Ensure staff who have access to DOL systems or information are regularly trained to identify and report a security incident. This includes the completion of any DOL mandatory training for contractors;

(6) Take steps to address security issues that have been identified, including steps to minimize further security risks to those individuals whose PII was lost, compromised, or potentially compromised.

(7) Report incidents per DOL incident management policy and US-CERT notification guidelines.

(c) Remedy:

(1) A report of a breach shall not, by itself, be interpreted as evidence that the contractor or its subcontractor (at any tier) failed to provide adequate safeguards for PII. If the contractor is determined to be at fault for the breach, the contractor may be financially liable for government costs incurred in the course of breach response and mitigation efforts;

(2) The contractor shall take steps to address security issues that have been identified, including steps to minimize further security risks to those individuals whose PII was lost, compromised, or potentially compromised. Additionally, the individual or individuals directly responsible for the data breach shall be removed from the contract within 45 days of the breach of data; and

(3) The Government reserves the right to exercise all available contract remedies including, but not limited to, a stop-work order on a temporary or permanent basis to address a breach or upon discovery of a contractor's failure to report a breach as required by this clause. If the contractor is determined to be at fault for a breach, the contractor shall provide credit monitoring and privacy protection services for one year to any individual whose private information was accessed or disclosed. The individual shall be given the option, but the decision is theirs. Those services will be provided solely at the expense of the contractor and will not be reimbursed by the Federal Government.

(End of Clause)

DOLAR 2952.232-70 Limitation of Government's Obligation (LoGO). (JUL 2014)

(a) Contract line item(s) ($ to be determined at the exercise of each option) through ($ to be determined at the exercise of each option) are incrementally funded. For these item(s), the sum of ($ to be determined at the exercise of each option) of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the contractor will notify the contracting officer in writing at least thirty days prior to the date when, in the contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 80 percent of the total amount presently allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the contracting officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the contractor's notification, or by an agreed substitute date, the contracting officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance, which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes." In no event shall the equitable adjustment be more than the contract line item(s) price(s) in question.

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract $[___]*

[(month)] [(day)], [(year)] $[___]*

[(month)] [(day)], [(year)] $[___]*

[(month)] [(day)], [(year)] $[___]*

* To be inserted after negotiation.

(End of Clause)

DOLAR 2952.232-71 Submission of Invoices. (AUG 2019)

(a) Electronic Invoice Submittal Invoices for the services/goods provided under this award shall be submitted through the Department of Treasury's Invoice Processing Platform (IPP) or through the DOL Quickpay email system, as directed by the Contracting Officer. IPP is a Federal Government owned and operated website accessible to contractors free of charge. Information about IPP, including enrollment instructions, are available and should be obtained by the enrolled contractors directly from the Department of Treasury after award at *https://www.ipp.gov*.

(1) The following instructions apply to Invoices submitted through *IPP.Gov* or the DOL Quickpay email system:

(i) IPP invoice attachments SHALL NOT exceed the size limit of 10 megabytes (MB) each. However, you may submit multiple attachments of less than 10MB each with the invoices.

(ii) DO NOT submit an invoice or attachment that uses shading or color.

(b) An emailed Portable Document Format (PDF) image cannot have any text that has a background with any color other than white. If the image has a shaded background, it will be converted to black, and the text will be illegible.

(c) An emailed Tagged Image File Format (TIFF) image must be black and white.

(1) Quickpay users SHALL provide a copy of the invoice and any attachments via email to the Contracting Officer's Representative (COR, at the address specified in the contract.

(2) Quickpay users SHALL NOT submit more than one attachment per invoice and the attachment shall not exceed 10MB. Any additional attachments will not be recognized.

(3) DO NOT submit more than one invoice at a time.

(4) DO NOT attempt to use the "Recall" or "Resend" email message features.

(d) Electronic invoices shall be in PDF or TIFF format.

(e) Paper Invoices shall be submitted via fax or U.S. mail Paper invoices may be sent via fax to: (202) 693-2862. Mail paper invoices to: U.S. Department of Labor, Office of Financial Management Operations Division of Client Accounting, Services Room S-5526, 200 Constitution Avenue NW, Washington, DC 20210.

(f) General Information.

Payment due date is to be calculated from the date the invoice is received in accordance with FAR 32.905 and the instructions above.

Inquiries regarding invoices must be emailed to *OCFOinvoiceinquiries@dol.gov*. The relevant invoice must be attached to the inquiry email and the subject line of the email must state "INQUIRY", as shown in the following example:

INQUIRY: Contractor Name, DOL Agency, Contract Number, BPA Call or Order Number, Invoice Number, Invoice Amount

The contractor SHALL NOT use the DOL electronic invoicing email address for inquiries about any invoice.

Questions:

All questions regarding Electronic Invoicing shall be sent to the DOL Office of the Chief Financial Officer (OCFO) at *OCFOinvoiceinquiries@dol.gov*.

(End of Clause)

DOLAR 2952.239-70 Section 508 Requirements. (AUG 2024)

A. Definition

The term "Information and Communication Technology (ICT)" in this contract is used as defined at FAR 2.101.

B. Requirements

Section 508 of the Rehabilitation Act, as amended (29 U.S.C. 794d), applies to federal departments, such as DOL, and the contractors providing support on behalf of such federal departments. The contractor is required to provide Section 508 compliant systems and components of ICT when federal agencies develop, procure, maintain, or use ICT. The contractor shall ensure that its system and components allow federal employees and members of the public with disabilities access to, and use of, information and data that is comparable to the access afforded federal employees and members of the public without disabilities. Products, platforms, and services delivered as part of this contract action that are ICT, or contain ICT, shall conform to the Revised Section 508 Standards, which are located at 36 CFR part 1194, appendices A and C. Please insert the clause(s) below which meet the parameters of the contract being awarded.

(a) Requirements by service/contract type are as follows:

(1) *Custom ICT Development Services*: When the contractor provides custom ICT development services and/or Commercially Available Off-the-Shelf (COTS) products, pursuant to the requirements, the contractor shall ensure the ICT fully conforms to the Revised 508 Standards (36 CFR part 1194, appendices A and C) prior to delivery and before final Acceptance.

(2) *Installation, Configuration, & Integration Services*: When the contractor provides installation, configuration, or integration services for equipment or software pursuant to the requirement, the contractor shall not install, configure, or integrate the equipment or software in a way that reduces the level of conformance with the Revised 508 Standards (36 CFR part 1194, appendices A and C).

(3) *Maintenance Upgrades & Replacements*: The contractor shall ensure maintenance upgrades, substitutions, and replacements to equipment and software pursuant to this award do not reduce the approved level of conformance with the Revised 508 Standards (36 CFR part 1194, appendices A and C) at the time of award. Additionally, an updated Accessibility Conformance Report (ACR) shall be submitted for the ICT, and the ACR shall be completed according to the instructions provided by the Information Technology Industry Council (ITI) to be considered for each option year exercised.

(4) *Contractor Processes*: The contractor shall ensure that its processes are at a maturity level at least equivalent to the DHS Trusted Tester methodology; that its personnel have the knowledge, skills, and ability necessary to make ICT under this contract conform to the Revised 508 Standards (36 CFR part 1194, appendices A and C); and that it provides conformant Section 508 supporting documentation upon request.

(5) *Hosting Services*: The contractor shall not implement hosting services in a manner that reduces the existing level of conformance of the electronic content with the Revised 508 Standards (36 CFR part 1194, appendices A and C), when providing hosting services for electronic content to the agency. Throughout the life of the award, the agency reserves the right to perform Independent third-party testing on a vendor or contractor's hosted solution to verify conformance.

(b) *Validation for ICT*: The contractor shall test and validate the ICT for conformance to the Revised 508 Standards (36 CFR part 1194, appendices A and C), in accordance with the required testing methods and provide test results to verify conformance of the Voluntary Product Assessment Template (VPAT).

(1) For web and software, WCAG 2.0 Level A and AA Conformance test results shall be based on the Accessibility Tests for Software and Web, Harmonized Testing Process for Section 508 Compliance from the DHS Trusted Tester program.

(2) For Microsoft Office and PDF documents, WCAG 2.0 Level A, and AA Conformance test results shall be based on the Harmonized Testing Guidance from the Accessible Electronic Documents Community of Practice.

(3) For ICT that are not electronic content, the contractor shall validate conformance to the Revised 508 Standards (36 CFR part 1194, appendices A and C) using a defined testing process. The contractor shall describe the test process and provide the testing results to the agency.

(c) *Conformance Reporting*: For ICT that are developed, updated, or configured for the agency, and when product substitutions are offered:

(1) Before Acceptance, the contractor shall provide an Accessibility Conformance Report (ACR) for the ICT that is developed, updated, configured for the agency, and when product substitutions are offered. The ACR should be based on the most recent version of the Voluntary Product Assessment Template (VPAT) provided by the Information Technology Industry Council (ITI). An ACR shall be submitted for each ICT and shall be completed according to the instructions provided by ITI to be considered for Acceptance.

(2) Before Acceptance, when the contractor is required to perform testing to validate conformance to the agency's accessibility requirements, the vendor shall provide a supplemental accessibility report that contains the following information:

i Accessibility test results based on the required test methods.

ii Documentation of features provided to help achieve accessibility and usability for people with disabilities.

iii Documentation of core functions that cannot be accessed by persons with disabilities.

iv Documentation on how to configure and install the ICT to support accessibility.

v. When ICT is an authoring tool that generates content (including documents, reports, training, videos, multimedia productions, web content, etc.), provide information on how the ICT enables the creation of accessible electronic content that conforms to the Revised 508 Standards (36 CFR part 1194, appendices A and C), including the range of accessible user interface elements the tool can create.

vi. Before final Acceptance, the contractor shall provide a fully working demonstration of the completed ICT to demonstrate conformance to the agency's accessibility requirements. The demonstration shall expose where such conformance is and is not achieved.

(3) At any time, DOL reserves the right to perform Independent third-party testing to validate the ICT provided by the contractor, conforms to the Revised 508 Standards (36 CFR part 1194, appendices A and C).

(d) *Non-Compliance*: Before final Acceptance of ICT, including updates and replacements, DOL shall determine that the furnished ICT is in compliance with the Revised 508 Standards (36 CFR part 1194, appendices A and C). If the furnished ICT is determined to be non-compliant, the contracting officer shall notify the contractor of this determination, within 15 business days of determination of non-compliance. The contractor shall, at no cost to DOL, repair or replace the non-compliant products or services within the period specified by the contracting officer. The contracting officer makes the final decision to accept or not accept a contractor's ICT that does not meet the Revised 508 Standards (36 CFR part 1194, appendices A and C).

(End of Clause)

DOLAR 2952.242-70 Access to Contractor Business Systems. (APR 2019)

The contractor shall, upon request, provide to the Government, access to covered contractor systems associated with the execution and performance of this requirement to meet audits, reviews, security requirements, and Office of Inspector General requests.

(End of Clause)

DOLAR 2952.242-71 DOL Mandatory Training Requirements for Contractor Employees. (AUG 2018)

(a) Where required and applicable, contractor employees, including employees of subcontractors at any tier, shall complete any DOL designated and hosted training that the Contracting Officer's Representative (COR) identifies as mandatory. Training shall be completed in a timeframe specified by the COR.

(b) Time spent on training shall be counted as regular hours worked.

(c) The contractor shall ensure this clause is incorporated in all subcontracts, at any tier.

(End of Clause)

DOLAR 2952.243-70 Contractor's Obligation To Notify the Contracting Officer of a Request to Change the Contract Scope (Contractor's Obligation Clause). (JAN 2012)

(a) Except for changes identified in writing and signed by the contracting officer, the contractor is required to notify, within 5 working days of receipt or knowledge, any request for changes to this contract (including actions, inactions, and written or oral communications) that the contractor regards as exceeding the scope of the contract. On the basis of the most accurate information available to the contractor, the notice shall state:

(1) The date, nature, and circumstances of the conduct regarded as a change in scope;

(2) The name, function, and activity of each Government employee and contractor official or employee involved in, or knowledgeable about, such conduct; and

(3) The identification of any documents and substance of any oral communication involved in such conduct.

(b) Following submission of this notice, the contractor shall continue performance in accordance with the contract terms and conditions, unless notified otherwise by the contracting officer.

(c) The contracting officer shall promptly, within 5 business days after receipt of notice from the contractor, respond to the notice in writing. In responding, the contracting officer shall either:

(1) Confirm that the contractor's notice identifies a change in the scope of the contract and directs the contractor to stop work, completely or in part, in accordance with the Stop Work provisions of the contract;

(2) Deny that the contractor's notice identifies a change in scope and instruct the contractor to continue performance under the contract; or

(3) In the event the contractor's notice does not provide sufficient information to make a decision, advise the contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(End of Clause)

DOLAR 2952.245-70 Contractor Responsibility to Report Theft of Government Property. (FEB 2020)

Upon the contractor becoming aware of theft of government property by its employee(s), including theft that occurs at subcontractor or alternate site locations, the contractor shall report the theft of government property to the Contracting Officer's Representative or CO of record.

(End of Clause)

J - List of Documents, Exhibits and Other Attachments

SECTION J – LIST OF ATTACHMENTS

Attachment Number	Attachment Name
Attachment 1	Past Performance Questionnaire
Attachment 2	Pricing Schedule
Attachment 3	Technical Exhibit 3-Reference Drawings
Attachment 4	Technical Exhibit 4-Existing FPB AV Equipment List
Attachment 5	Wage Determination #DC20600002
Attachment 6	P100 Facilities Standards for the Public Buildings Service

K - Representations, Certifications, and Other Statements of Bidders

RFO 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (SEP 2024)

RFO 52.240-90 Security Prohibitions and Exclusions Representations and Certifications. (Deviation NOV 2025)

RFO 52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation. (NOV 2015) (Deviation NOV 2025)

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

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Subsidiary means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-3(b) applies or the requirement is waived in accordance with the procedures at 9.108-5.

(c) *Representation.* The Offeror represents that-

(1) It ___ is, ___ is not an inverted domestic corporation; and

(2) It ___ is, ___ is not a subsidiary of an inverted domestic corporation.

(End of provision)

RFO 52.209-5 Certification Regarding Responsibility Matters. (AUG 2020) (Deviation MAR 2026)

(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)

RFO 52.209-7 Information Regarding Responsibility Matters. (OCT 2018) (Deviation NOV 2025)

(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)

RFO 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (FEB 2016) (Deviation NOV 2025)

(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)

RFO 52.209-12 Certification Regarding Tax Matters. (OCT 2025)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed $7 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it

(1) Has ___ filed all Federal tax returns required during the three years preceding the certification;

(2) Has not ___ been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not ___, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

RFO 52.209-13 Violation of Arms Control Treaties or Agreements-Certification. (NOV 2021) (Deviation NOV 2025)

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

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

__ (1) The Offeror certifies that-

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

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

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

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

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

(2) If such activity might have occurred, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken

in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless-

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

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

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

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

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

(End of provision)

RFO 52.219-1 Small Business Program Representations. (FEB 2024) (Deviation NOV 2025)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in 13 CFR 126.200, is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) (13 CFR 126.103).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is [insert NAICS code].

(2) The small business size standard is [insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (i.e., nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) *Representations*.(1) The offeror represents as part of its offer that-

(i) it [ ] is, [ ] is not a small business concern; or

(ii) It [ ] is, [ ] is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: __*.]

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it [ ] is, [ ] is not a women-owned small disadvantage business concern.

(3) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program*. The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture*: __.]

(4) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The offeror represents as part of its offer that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture*: __.]

(5) *SDVOSB joint venture eligible under the SDVOSB Program*. [*Complete only if the offeror is certified as a SDVOSB concern*]. The offeror represents as part of its offer that it [ ] is, [ ] is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The offeror shall enter the name and unique entity identifier of each party to the joint venture*:__.]

(6) *HUBZone joint venture eligible under the HUBZone Program*. [*Complete only if the offeror is a HUBZone small business concern*.] The offeror represents, as part of its offer, that it [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture*: __.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) *Notice*. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be-

(1) Punished by imposition of fine, imprisonment, or both;

(2) Subject to administrative remedies, including suspension and debarment; and

(3) Ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

L - Instructions,Conditions, and Notices to Bidders

SECTION L – INSTRUCTIONS TO OFFERORS

Period for Acceptance of Proposals

The Offeror agrees to hold the prices in its proposal firm for 90 calendar days from the date specified for receipt of proposals. The Offeror must make a clear statement in the technical volume of the proposal documentation that the proposal is valid through this date.
Additional Information

This section of the Instructions to Offerors provides general guidance for preparing proposals, as well as specific instructions on the format and content of the proposal. The Offeror's proposal must include all data and information requested by the Request for Proposal (RFP) and must be submitted in accordance with these instructions. The proposal must be compliant with the requirements of the RFP.

The proposal must be clear, concise, and must include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements but must provide convincing rationale to address how the Offeror intends to meet these requirements.

The Government will not make assumptions concerning intent, capabilities, or experience. Clear identification of proposal details must be the sole responsibility of the Offeror. Conditional proposals will not be accepted. All prospective Offeror's must be registered in the System for Award Management (www.sam.gov) in order to be eligible for award.

The Government reserves the right (at its sole discretion) to make an award for any combination of one, two, or all three upgrade/enhancement projects; due to the availability of funding.

Point of Contact (POC)
The Contracting Officer (CO) and Contract Specialist (CS) are the sole POC's for this procurement.

Contracting Officer: Emily Bear, Bear.Emily.E@dol.gov
Contract Specialist: Helen A. Williams, Williams.Helen.A@dol.gov
Contract Specialist: Broderick Morris, Morris.Broderick@dol.gov

Pre-Proposal Site Visit
The Government will conduct a site visit at the Frances Perkins Building (FPB) on June 3, 2026 to allow Offerors to better understand the existing conditions of the three public spaces (i.e. Auditorium, Great Hall, and Mezzanine). Offerors are strongly encouraged to attend the site visit to ensure a complete understanding of the project requirements.

No questions will not be answered during the pre-proposal site visit. All questions must be submitted in writing by the deadline listed below.

Registration is REQUIRED to attend. Given space constraints, attendance will be limited to three representatives per company. Interested parties can register by emailing with the subject line: RSVP Pre-Proposal Site Visit – Francis Perkins Building Upgrades – (Company's Name) to COEmily Bear, CSHelen A. Williams, and CS Broderick Morris no later than June 1, 2026 at 12:00 PM (EST)

Attendees should provide the following information within their email to CO Emily Bear, CS Helen A. Williams, and CS Broderick Morris:

Company Name Name of Attendee(s)
Attendee(s) Contact Information (Email Address and Phone Number) Company Website

Joint Venture Partnering Arrangements

All offers submitted by joint ventures must include a copy of an executed joint venture agreement, which fully discloses the legal identity of each member of the joint venture, the relationship between the members, the form of ownership of each member, and any limitations on liability or authority for each member. The agreement must include information that identifies the responsibilities of each entity.

Proposals submitted in the name of a Joint Venture must be signed in accordance with the terms and conditions specified in the joint venture agreement as evidenced in the proposal.

Incurred Expenses
The Government is not responsible for any costs incurred or associated with preparation and submission of a proposal in response to this solicitation.

Submission of Questions
Questions regarding this RFP must be submitted via email to CO Emily Bear, CS Helen A. Williams, and CS Broderick Morris. Telephone questions or inquiries will not be accepted.

Questions must be submitted in writing using the following disciplines:
·Architectural/ Interior
· Mechanical
·Electrical
·Plumbing
·Audio-Visual
·Communication/ Information Technology
·Procurement

Questions must be submitted no later than 10:00AM (EST) on June 9, 2026.

Delivery of Proposals
Proposals must be submitted no later than the date and time specified in the solicitation. Any proposal received after the exact time specified for receipt will be treated as a late submission and will not be considered for award. ALL PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA EMAIL TO THE CONTRACTING OFFICER WITH A CC TO THE CONTRACT SPECIALIST IDENTIFIED IN THE POINT OF CONTACT SECTION.

Proposal Submission
The Offeror’s proposal must be submitted in accordance with the Delivery of Proposal section of this RFP. The Offeror’s proposal must consist of three separate volumes. Files must not contain classified data.

A. Format
The submission must be clearly indexed and logically assembled. Each volume must be appropriately numbered and clearly identified with the date and RFP number in the header and/or footer and must begin at the top of each page. The cover page of each volume must include the Offeror’s name, business address, Point of Contact information, including an email address, Unique Entity ID (SAM) and Cage code.

The following additional restrictions apply: There must be a minimum page margin of one inch (1") (2.54cm) on all sides for the body of the text (excluding headers and footers which should be 0.5" (1.27cm) from the page edge). Each paragraph must be separated by at least one blank line. A standard, 12-point minimum font size applies. Times New Roman fonts are required. Tables and illustrations may use a non-serif font such as Arial and a reduced font size not less than 9-point and may be landscape.

B. File Packaging
Written proposals must be submitted in three separate volumes as outlined above. Offerors must add a cover sheet to the outer cover of each volume, which clearly identifies each volume-by-volume number, and volume name (e.g. Volume I –Technical Capability), RFP number, and date of submission.

C. Page Count
The page count is as follows:

Volume I – Technical Capability 20 Pages, excluding cover pages, title pages, executive summary, table of contents, resumes, charts, tables, and diagrams
Volume II – Past Performance 12 Pages, including for each subcontractor but excludes Past Performance Questionnaire Forms
Volume III - Price Proposal No Page Limit

Those pages that exceed the page counts for each volume or attachment will not be evaluated. If there are more than forty-five (45) lines of text excluding tables/graphics on any page, the sum of the additional lines will not be evaluated.

D. Content Requirements
All information must be confined to the appropriate volume. The Offeror must confine submissions to essential matters, sufficient to define the proposal details, in a concise manner, to permit a complete and accurate evaluation of each proposal. Each volume of the proposal must consist of a Table of Contents, Summary Section and the Narrative discussion. The Summary Section must contain a brief abstract of the volume. Proprietary information must be clearly marked.

The following must be included in the Narrative discussion:

VOLUME I – TECHNICAL CAPABILTY
The Offeror must provide a technical proposal that will be evaluated to determine whether the Offeror's methods and approaches have adequately and completely considered, defined, and satisfied the requirements specified in the PWS and RFP and whether the Offeror's methods and approach to meeting the RFP requirements provide the Government with a high level of confidence of successful completion within the required schedule. No pricing information should be provided in this volume.
Subfactor 1: Understanding of the Requirement
The Offeror must submit a proposal that demonstrates its understanding of the specific enhancement requirements and its approach to successfully upgrading the three public spaces (i.e. Auditorium, Great Hall, and Mezzanine) within the occupied Francis Perkins Building (FPB). At a minimum, the proposal must address the Offeror's:

- Technical capability and proposed methodology and approach to accomplish the requirements listed in the PWS.
- Approach to implementing and executing a Safety Management Plan, which should at least address the Offeror's hazard prevention and control, worksite analysis, and safety and health training. The Offeror must also describe the process used to select potential subcontractors and the processes the Offeror will use to oversee safety compliance of subcontractors at all levels throughout performance of the contract (to include the Offeror's own workforce).
- Management approach, techniques, and tools that the Offeror must use to accomplish the requirements identified in this RFP.

Offerors must include the type of equipment that will be used, logistics of equipment and supply delivery, environmental compliance, crew accommodations, as well as subcontractors and their roles.

The Offeror must additionally identify potential risks of performance, and how the Offeror intends to mitigate those risks.

Subfactor 2: Design Concept Narrative

The Offeror must provide a comprehensive design concept narrative that describes its proposed vision for the spaces, including functional layout, visitor experience, accessibility, and aesthetic considerations. The proposal must address compliance with Architectural Barriers Act (ABA) and Americans with Disabilities Act (ADA) requirements and must describe how security

considerations will be integrated into the design.

The Offeror must tailor their conceptual narrative to achieve the requirements as identified in the PWS and describe its engineering and technical approach, including how it will address structural, mechanical, electrical, plumbing, and information technology/audio-visual systems integration. The proposal must demonstrate an understanding of working within an existing federal building and must include considerations for constructability and sustainability.

The Offeror must provide conceptual design narratives for each of the three spaces included in this requirement.

Subfactor 3: Project Schedules

The Offeror must provide a detailed project schedule that demonstrates their understanding of the Project's scope, identifies key milestones and explains how work will be sequenced and performed in an occupied facility.

Subfactor 4: Key Personnel and Organizational Plan
The Offeror's proposal must include resumes for key personnel and also provide a matrix to include the background/experience of the company's proposed key and non-key personnel mapped to the appropriate PWS tasking that supports the proposed labor category and level. Key personnel must consist of the following:
- Contract Manager
- Project Manager

The offeror must propose personnel that possess the required clearance levels to complete the requirements of the PWS.

All Joint Ventures, teaming partners and/or subcontractors must also be identified and an organizational chart identifying key roles and responsibilities must be provided.

VOLUME II – PAST PERFORMANCE
The Offeror must provide relevant past performance information of three current or previous contracts (within the last three years) of similar dollar value, scope, and complexity. Offerors are advised that the Government may use past performance information obtained from centralized past performance databases and sources other than those identified by the Offeror and the information obtained may be used for both the responsibility determination and the best value decision. The absence of past performance data will be rated neither favorably nor unfavorably. Contracts listed may include those entered into with Government agencies or private sectors. For contractors with no relevant corporate past performance, the Government may take into account information regarding the past performance of predecessor companies, key personnel with relevant past performance, or subcontractors that will perform key aspects of the requirement. The Government will evaluate the Past Performance Elements specified in the Past Performance Questionnaire, Attachment J.1.

This volume must be organized into the following sections:

(1) Section 1 – Contract Descriptions: This section must include the following information in the following format:
a) Contractor/Subcontractor place of performance, CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, e-mail address, and telephone and fax numbers).
b) Government contracting activity, and current address, Procuring Contracting Officer's name, e-mail address, telephone and fax numbers.
c) Government's technical representative/COR, and current e-mail address, telephone and fax numbers.
d) Government contract administration activity and the Administrative Contracting Officer's name, and current e-mail address, telephone and fax numbers.
e) Government contract administration activity's Pre-Award Monitor's name, and current e-mail address, telephone and fax numbers.

f) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery Order Numbers also.
g) Contract Type (specific type such as Firm Fixed Price (FFP), Cost Reimbursement (CR), Time & Materials (T&M), etc.) In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc)).
h) Awarded price
i) Final or projected final price
j) Original delivery schedule, including dates of start and completion of work.
k) Final or projected final delivery schedule, including dates of start and completion of work.

(2) Section 2 – Performance: Offerors must provide a specific narrative explanation of each contract listed in Section 1 describing the objectives achieved and detailing how the effort is relevant to the requirements of this RFQ.
a) For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The Offerors must list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. All Requests for Deviation and Requests for Waiver must be addressed with respect to causes and corrective actions. The Offerors must also provide a copy of any Cure Notices or Show Cause Letters received on each contract listed and a description of any corrective action implemented by the Offeror or proposed subcontractor. The Offerors must indicate if any of the contracts listed were terminated and the type and reasons for the termination.
(3) Section 3 – New Corporate Entities: New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the Offeror must discuss in detail the role performed by such persons in the prior contracts cited. Information should be included in the files described in the sections above.

(4) Past Performance Questionnaire: The Offeror must complete Part I of the Past Performance Questionnaire and e-mail the questionnaire to the Government and private sector technical representative responsible for the past/current contract. Please note, that the Past Performance Questionnaire will not be a part of the resultant contract.

VOLUME III – PRICE PROPOSAL
The Offeror must provide pricing for each Category Line-Item Number (CLIN) detailed in Schedule B (Attachment J.2) for the base and each option period.

The Government intends to assess the proposed pricing to determine reasonableness and completeness. Any inconsistencies between proposed performance and price must clearly be justified. For example, if unique and innovative approaches are the basis for an abnormally low proposed price, the nature of these approaches and their impact to the proposed price must be clearly documented. The burden of credibility of price (ex. abnormally low) rests solely with the Offeror. The following evaluation criteria must apply:

- Price reasonableness evaluations will use the procedures and techniques of FAR subpart 15.4. Unbalanced pricing will be grounds for finding a proposal unacceptable.

An Offeror’s price proposal will be evaluated to determine whether the Offeror provided sufficient data as required by the solicitation. An analysis may be used to determine if the proposed pricing is unrealistically low in relation to the Government's Independent Cost Estimate, market conditions evidenced by other competitive proposals received, and the Offeror's technical / management approach, such that there is a risk the Offeror does not understand the procurement’s technical requirements or may not satisfactorily perform at the proposed price. The government will reject proposals for offering prices that are determined to be unrealistic.

M - Evaluation Factors for Award

Evaluation Factors

SECTION M – EVALUATION CRITERIA

ADDENDUM TO RFO 52.212-2
EVALUATION--COMMERCIAL ITEMS (JAN 1999)

BASIS FOR AWARD

The Government will award a single Firm-Fixed Price (FFP) contract from this solicitation to the responsible Offeror whose offer conforming to the solicitation is most advantageous to the Government based on the best overall proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the three evaluation factors: Technical Capability, Past Performance, and Price. The best value tradeoff source selection process will be utilized, in which Factor I, Technical Capability is significantly more important than Factor II, Past Performance. All subfactors under Factor I, Technical are of equal importance.

The Contracting Officer will also conduct a price analysis in accordance with the techniques in FAR 15.404. The non-Price factors combined are approximately equal to Factor III, Price. Offerors are cautioned that the award may not necessarily be made to the lowest price offered. The Government is more concerned with obtaining superior technical features than with making an award at the lowest overall price to the Government. However, the Government will not make an award at a significantly higher overall price to the Government to achieve slightly superior technical features. To receive consideration for award, a rating of no less than "Acceptable" must be achieved for Factor I, and its associated sub-factors, which are listed below:

1) Understanding of Requirement
2) Design Concept Narrative
3) Project Schedules
4) Key Personnel and Organizational Plan

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 from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be 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.

The Contracting Officer may establish a competitive range comprised of all of the most highly rated proposals, unless the range is further reduced for reasons of efficiency. The Contracting Officer may limit the number of proposals in the competitive range to the number that will permit an efficient competition among the most highly rated proposals. Offerors will be required to submit a technical and price proposal and will be evaluated against three evaluation factors. To determine which firm represents the best value, the offers will be evaluated as outlined below.

FACTORS AND SUBFACTORS TO BE EVALUATED:
The following evaluation factors and subfactors will be used to evaluate each proposal and an award will be made to the Offeror whose proposal is most advantageous to the Government based upon an integrated assessment of the evaluation factors and subfactors described below. The Government reserves the right to make award based upon the Price factor in the event that the Technical Capability and Past Performance evaluation results of all the Offerors' proposals are substantially the same.

FACTOR I – TECHNICAL CAPABILITY

Subfactor 1: Understanding of the Requirement
The Government will evaluate the extent to which the Offeror demonstrates a clear and comprehensive understanding of the enhancement requirements for upgrading the three public spaces (i.e. Auditorium, Great Hall, and Mezzanine) within the occupied FPB. The Government's evaluation will consider the Offeror's ability to translate the requirements of the PWS into a logical, efficient, and effective approach to project execution.

Subfactor 2: Design Concept Narrative

The Government will evaluate the extent to which the Offeror's proposal demonstrates a cohesive and feasible design concept for the enhancement of the three public spaces (i.e. Auditorium, Great Hall, and Mezzanine) within the occupied FPB. The evaluation will assess both the quality and innovation of the Offeror's conceptual drawings.

Subfactor 3: Project Schedules
The Government will evaluate the Offeror's proposed project schedules to assess their ability to deliver a highly visible project on time, within budget, and with minimal disruption to ongoing operations for staff working at FPB.

Subfactor 4: Key Personnel and Organizational Plan
The Government will evaluate the experience and qualifications of all contractor personnel. The offeror's proposal must include resumes for key personnel and also provide a matrix to include the background/experience of the company's proposed key and non-key personnel mapped to the appropriate PWS tasking that supports the proposed labor category and level. The Government will also assess if all Joint Ventures, teaming partners and/or subcontractors were identified and an organizational chart identifying key roles and responsibilities was provided.

FACTOR II – PAST PERFORMANCE
The Government will evaluate past performance of three current or previous contracts for relevancy (within the last three years) based on how well the contractor performed on projects of similar dollar value, scope, and complexity. Offerors are advised that the Government may use past performance information obtained from centralized past performance databases and sources other than those identified by the offeror and the information obtained may be used for both the responsibility determination and the best value decision. The absence of past performance data will be rated neither favorably nor unfavorably. Contracts listed may include those entered into with Government agencies or private sectors. For contractors with no relevant corporate past performance, the Government may take into account information regarding the past performance of predecessor companies, key personnel with relevant past performance, or subcontractors that will perform key aspects of the requirement. The Government will evaluate the Past Performance Elements specified in the Past Performance Questionnaire.

FACTOR III – PRICE

The Government will evaluate the Offeror's proposed pricing to determine whether it is complete, fair and reasonableness, reflects a clear understanding of the requirements detailed in the PWS, and is consistent with the Offeror's technical proposal. Analysis of price proposals will be performed using one or more of the techniques defined in FAR 15.4.

The Government will not assign an adjectival rating to price. However, price will be considered in the overall best value tradeoff decision.