REQUEST FOR QUALIFICATIONS / RFQ

Solicitation No. 69056726R000008

Proposal Due Date:
See Page A-3, Block

Western Federal Lands Highway Division (WFLHD) Building Renovation Project

QUICK INDEX

Page	Item
------	Table of Contents
NTO-1	Notice to Offerors
ITO-1	Instruction to Offerors
A-3	SF1442, Solicitation, Offer and Award
B-1	Solicitation Provisions
C-1	Contract Clauses

See Page ITO-1 Instruction to Offeror for submittal requirements.

PHASE I

This Request for Qualifications (RFQ) is issued as an Unrestricted procurement, open to both Large and Small Businesses for the two-phase design build construction procurement.

ISSUING OFFICE:

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
610 EAST FIFTH STREET
VANCOUVER, WA 98661-3801
Phone (360) 619-7520
EMAIL: WFL.CONTRACTS@DOT.GOV

TABLE OF CONTENTS

DESCRIPTION **PAGE**

Notice to Offeror.....NTO-1

Instruction to Offeror ITO-1
Part 1 – General Overview and Scope
A. General……...ITO-1
B. Scope……..ITO-1
C. General Overview of the Procurement Process…….ITO-6
Part 2 – Proposal Preparation and Evaluation Information…….ITO-7
Part 3 – Qualification Evaluation – Phase 1……ITO-8
3.1 Section 1 – Pass Fail- Capability to Perform……...……..ITO-9
3.2 Section 2 – Factor 1- Technical Approach & Project Management……..…….ITO-10
3.2 Section 3 – Factor 2- Specialized Experience & Technical Qualifications…….ITO-11
3.4 Section 4 – Factor 3- Key Personnel & Design Partners…….ITO-12
3.5 Section 5 – Factor 4- Past Performance……...ITO-13
Part 4 – Phase I Attachments…….ITO-14

Solicitation, Offer, and Award (SF 1442)..... A-1

Solicitation Provisions B-1

Contract Clauses C-1

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES	
	69056726R000008	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	08/06/2026	1	0

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.

7. ISSUED BY	CODE 690567	8. ADDRESS OFFER TO
Federal Highway Administration FHWA WESTERN FED LANDS DIVISION 610 E FIFTH STREET Vancouver WA 98661		Federal Highway Administration FHWA WESTERN FED LANDS DIVISION 610 E FIFTH STREET Vancouver WA 98661

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	MARINO CHEA	360-619-7637

SOLICITATION

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date)*

This solicitation is designed for PHASE 1, Western Federal Lands Highway Division (WFLHD) Building Renovation Project.

IN STRICT ACCORDANCE WITH:

Federal Acquisition Regulation (FAR) and Transportation Acquisition Regulations (TAR)

11. The Contractor shall begin performance within 10 calendar days and complete it within 0 calendar days after receiving ☐ award, ☒ notice to proceed. The performance period is ☒ mandatory ☐ negotiable. (See TBD.)

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

12b. CALENDAR DAYS: 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and * copies to perform the work required are due at the place specified in Item 8 by 1400 *(hour)* local time 09/02/2026 *(date)*. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

d. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

NOTICE TO OFFERORS

This Request for Qualifications (RFQ) is issued as an Unrestricted procurement, open to both Large and Small Businesses for the two-phase design build construction procurement (RFO 36.101-2) of the Western Federal Lands Highway Division (WFLHD) Building Renovation Project. The time and date set forth within is for the receipt of proposals for Phase I only. Phase II will only be issued to the successful offerors determined to be no more than the five most highly qualified during Phase I evaluation.

I. Project Location.

The project work is located at the Department of Transportation (DOT), Federal Highway Administration (FHWA), Western Federal Lands Highway Division (WFLHD) building at 610 E. 5th Street, Vancouver, Washington.

II. Pre-proposal Information.

General and Technical questions regarding the proposed work for this project will be accepted until close of-business 3 business days prior to the proposal due date. Questions can be submitted to: WFL.Contracts@dot.gov

Answers to General and Technical Questions will be posted through SAM.gov.

Every attempt to respond to questions will be made. However, response to questions received after the above posted date is not guaranteed.

Viewing the Project. A guided tour will be made available on 08/18/2026 at 1430-1600 PST and again (To Be Determined at a later date) during the Phase II solicitation. Contractors are to email wfl.contracts@dot.gov with their firm's name, number of attendees, and contact information no later than 08/14/2026 1400 PST if interested in attending. The guided tour will not answer specific questions that may pertain to the solicitation requirements. The guided tour is highly encouraged but **not mandatory** for submittal of proposal. All questions should be submitted in writing, see above for email contacts. Questions and Responses will be made available to the public through SAM.gov.

Vistors attempting to enter any Department of Transportation owned/leased facility using a driver's license that is not REAL ID-compliant will need to present an alternative form of acceptable identification (See List Below). Department of Transportation employees and contractors will need to ensure that they share this requirement with their visitors/guests prior to scheduling an event or meeting to avoid potential delays or denial of entry.

As an alternative to a REAL ID-compliant driver's license, visitors may use the following forms of identification for building access:

- State-issued Enhanced Driver's License
- U.S. Passport
- U.S. Passport Card
- DHS Trusted Traveler Cards (Global Entry, NEXUS, SENTRI, FAST)

- U.S. Department of Defense ID, including IDs issued to dependents
- Permanent Resident Card
- Border Crossing Card
- An acceptable photo ID issued by a federally recognized, Tribal Nation/Indian Tribe
- HSPD-12 PIV card
- Foreign Government-issued Passport
- Canadian provincial driver's license or Indian and Northern Affairs Canada card
- Transportation Worker Identification Credential (TWIC)
- U.S. Citizenship and Immigration Services Employment Authorization Card (I-766)
- U.S. Merchant Mariner Credential
- Veteran Health Identification Card (VHIC)

Representations & Certifications. Submit or update Representations and Certifications online at https://sam.gov/before offeror submittal.

Requests for Information. Requests for technical information about this project will only be accepted in writing.

SF 1442, Solicitation, Offer, and Award. Particular attention should be paid to Standard Form l442, Solicitation, Offer and Award, to assure that Blocks 14, 15, 16, 19, 20A, and 20C are completed correctly. Sign Block 20B according to the instructions. You must also complete the representations and certifications contained in the Contract Provisions beginning on page B-1. Failure to furnish or complete any of the above may result in your bid being considered nonresponsive and being rejected.

Issuance of this solicitation does not guarantee that an award will be made. Any resulting awards are subject to the availability of funding and the discretion of the awarding entity, including cancellation or amendment based on a determination of change in agency needs.

Email proposals, modifications, and withdrawals. Email proposals are authorized for this solicitation. Hard copies of quotations will not be accepted for this solicitation. All documents are to be submitted in Portable Document Format (pdf), or an approved fixed-layout electronic format to WFL.Contracts@dot.gov. in a SINGLE email whose size shall not exceed forty Megabytes (40MB). File(s) shall not contain any security restrictions (e.g., password protection) that prevent the Government from distributing and printing the document(s) and shall not include marketing materials or letters of support/recommendation. Bids may be modified or withdrawn by email, if such notice is received by the time specified for receipt of bids. The Government will not be responsible for any failure attributable to the transmission or receipt of email data. EMAIL WFL.Contracts@dot.gov. To confirm receipt, call 360.619.7520.

Fraud Alert. Current and potential U.S. Department of Transportation (DOT) Contractors have recently been receiving fraudulent letters purporting to be issued by DOT. These fraudulent letters request that the Contractors resubmit their banking information to DOT. If you receive such a letter, please DO NOT complete the requested worksheet that is attached to the letters and DO NOT release any information. To register or update information, Contractors are required to go directly through the System for Award Management (SAM) website and never through a third party. You can access SAM at https://www.sam.gov/SAM/.

INSTRUCTIONS TO OFFERORS

PART 1 – GENERAL OVERVIEW AND SCOPE

A. GENERAL

A.1. Solicitation, attachments, and any issued amendments for Phase I will be posted at www.sam.gov. This is the only official location where these documents can be obtained and where updates are posted. No "hard copy" solicitation materials are available.

A.2. SET ASIDE: Not Applicable. This solicitation is procured as a Full and Open procurement to both Large and Small Businesses under NAICS 236220 Commercial and Institutional Building Construction / Size Standard $45 million. The result will be a negotiated Firm-Fixed price contract.

A.3. ESTIMATED PRICE RANGE: The estimated price range for design and construction is between $25 and $35 million.

A.4. All references to "Bid" or Bidder" shall be understood to mean "Offer" or "Offeror"

A.5. PROPOSAL DUE DATE: Standard Form (SF) 1442, Block 13a. (or as amended on SF30), refers to Phase I quotes. PHASE 1 proposal Due Date: **09/02/2026 1400 PST**.

A.6. OFFER ACCEPTANCE PERIOD: Offers that provide less than ninety (90) calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

B. SCOPE

1.1 SCOPE OF WORK: The Contractor shall provide all design, architecture, engineering, labor, materials, construction, interior design, and management required for the full-scale tenant improvement (TI) and extensive building renovation of the Western Federal Lands Highway Division (WFLHD) campus. This scope may include furniture, fixtures, and equipment. This project includes, but is not limited to, roof replacement, structural seismic retrofitting, building system modernization and code compliance, hazardous materials abatement, building envelope performance, and architecture and interior design for approximately 275 federal and contract employees. The work will be primarily focused on the Main Building which is an amalgamation of several eras of construction.

1.2 Facility Descriptions

- **Main Building (58,870 SF):** A two-story structure consisting of wings built in 1932, 1952, and 1977. It houses offices, testing laboratories, and warehouses.
- **Building Classification:** Primary Occupancy = Business (Group B), Secondary Occupancy = Assembly (Group A), and Storage (Group S), Main Building is considered Type III construction.
- **Building Site:** 5.0-acre site of primarily flat grade comprised of a mix of pervious/impervious parking areas, site circulation and landscape.

1.3 Construction Delivery Strategy

- Design-Build is the preferred method.
- Estimated price $25-35M total project cost.
- Desired Substantial Completion Q4 2028.

2.0 PERFORMANCE WORK STATEMENT (PWS) OBJECTIVES

The Contractor is responsible for meeting the following specific performance results:

Objective 1: Project Controls and Operational Continuity

- **Integrated Master Schedule (IMS):** Develop an IMS with critical and parallel path activities and analysis through all phases of design and construction, providing periodic updates, three weeks look-ahead and risk mitigation plans.
- **Cost Control:** Monitor and report on Key Performance Indicators (KPIs) and provide monthly planned-versus-actual expenditure reports, including variance analysis and explanations for deviations.
- **Tenant Advocacy:**
    - Laboratory Function: Contractor shall assist with continuity of operations during renovations to ensure Laboratory Certification standards are maintained or temporarily delegated during shutdowns. Lab function is critical and all utilities to the reduced function Lab (to be temporarily located in the Mule Barn) and Lab trailer swing space must be maintained throughout the project.
    - Network Operations: Contractor will ensure Network Operations are maintained throughout the project with infrequent shutdowns. Contractor will manage shutdowns and cutovers in coordination with WFLHD.

Objective 2: International Building Code and Fire/Life Safety Compliance

The Contractor shall perform all work in compliance with all applicable building, fire/life safety, and accessibility codes, including the International Building Code (IBC) and other codes, as well as all applicable federal, state, and local laws, ordinances, regulations, and permit requirements.

- **Automatic Sprinkler System:** Design and install a new automatic fire sprinkler system to support the TI in accordance with applicable codes and project requirements.
- **Seismic Performance:** Achieve "Life Safety" structural performance (Risk Category II equivalent) under BSE-1E hazard levels & Interagency Committee on Seismic Safety in Construction (ICSSC) (2022) Standards of Seismic Safety for Existing Federally Owned and Leased Buildings: ICSSC Recommended Practice 10 (RP 10-22). (National Institute of Standards and Technology, Gaithersburg, MD), NIST Interagency Report (IR) NIST IR 8458e2022.
- **Accessibility:** Build to current accessibility standards and Universal Design best practice.

Objective 3: Environmental and Hazardous Materials Management

- **Abatement:** Conduct comprehensive removal of all present hazardous material to include but not limited to Asbestos-Containing Materials (ACM) and Lead-Based Paint (LBP) prior to renovation.
- **Lead-Based Paint:** Specifically address presence within the facility.
- **Archeological Sensitivity:** Demonstrate experience with utilizing design and construction practices that accommodate sensitive archeological sites and follow applicable laws and procedures when completing ground disturbing activities.

Objective 4: Modernization of Major Infrastructure & Building Engineering Systems

- **Imperative Infrastructure Systems**
  - Utility upgrades as listed but not limited to:
    - Electrical
    - Potable and Mechanical Water
    - Sewer
    - Site/stormwater
    - HVAC
    - Fire protection System
    - Network and Building Automation
  - Security and Access Control
  - Seismic Reinforcement
  - Building Envelope
  - Roof Replacement

Objective 5: Architectural and Interior Improvements of the office and lab environment

- **Modernize office and laboratory spaces:** Upgrade outdated amenities and transform the facility into a Class A office environment that reflects Pacific Northwest design principles, incorporating natural materials, regional character, access to daylight, and connections to the surrounding environment. Reconfigure the workplace to support multiple professional disciplines through a diverse mix of collaborative and focused work areas that promote staff interaction, organizational efficiency, flexibility, and a healthy, high-performing workplace.
- Laboratory improvements should optimize space organization, collaboration, and process flow while preserving or exceeding required national certifications and testing capabilities. (ISO/IEC 17025 Compliance and AASHTO R18).

Objective 6: Building Envelope Performance

Provide design solutions appropriate to the Pacific Northwest environmental conditions. Deliver an office renovation that maintains long-term durability, indoor comfort, and occupant health in a cool, wet, and seasonally humid climate.

- Moisture, Thermal & Air-Vapor Barrier Management
- Energy Efficiency & Design
- Passive Design Solutions

Objective 7: Building Systems

Incorporate fully automated building systems management for the office environment.

- **Building Automated Systems** Include but not limited to:
  - Heating Ventilation & Air Conditioning (HVAC)
  - Lighting controls
  - Utility/Electricity Monitoring
  - Information Technology
- **Building Monitoring Systems** Include but not limited to:
  - Fire monitoring and alarm
  - Elevator Monitoring
  - Security monitoring and alarm
  - Electronic Safety & Security
  - Mass notification System

3.0 DETAILED TECHNICAL REQUIREMENTS

Architecture, Interior Design and Building Engineering Systems, as listed below, but not limited to:

3.1 Architecture

Services shall include programming site and building evaluation, integrated design, built environment solutions, preparation of construction documents, coordination with engineering disciplines, and construction administration support to create functional, code-compliant, and aesthetically cohesive interior environments.

- **Exterior Envelope:** Design and construct a continuous, integrated building envelope that manages bulk water, air, vapor, and thermal control across all components and interfaces, resists wind-driven rain, supports controlled drying, prevents condensation, and demonstrates proven performance in the cool, wet Pacific Northwest climate while maintaining compatibility with existing construction and applicable code requirements. Services shall include evaluation of existing exterior glazing systems, design of new or modified fenestration elements, and preparation of construction documents that meet applicable codes, performance requirements, and owner standards.
  - **Masonry:** Perform targeted repair and repointing of the exterior brick façade and terracotta coping as required.
  - **Windows and Fenestration:** Replace windows with new high-performance engineered glazing systems to mitigate air and moisture leakage and install blast film at select locations. Evaluate existing doors and openings for repair or replacement.
  - **Appurtenances:** Seal all penetrations and weatherproof any appurtenances including existing exterior-egress stairs and other attached equipment.
- **Roofing:**
  - **Main Building:** Remove existing membrane and abandoned elements down to the deck. Inspect and evaluate existing insulation and decking assemblies for repair,

replacement or upgrade and make best value recommendation. Install a new 30-year roof appropriate to the region and lifespan of the facility.

3.2 Interior Design

Services shall include space planning, adjacency studies, millwork and built-in design, lighting concepts and recommendations, finish and material selection, furniture and fixture coordination, preparation of interior design documents, coordination with the design team, and construction administration support to create functional, durable, and aesthetically appropriate interior spaces.

3.3 Facility Services & Engineering Mechanical, Electrical, Plumbing & Structural

- **Mechanical:** Services shall include evaluation of existing building systems, development of HVAC design solutions, preparation of construction documents, coordination with other disciplines, and construction administration support.
    - **Upgrade HVAC:** Install energy efficient HVAC in accordance with Federal Building Performance Standards, ANSI/ASHRAE/IES Standard 90.1, and Federal Energy Management Program Standards.
    - **Dedicated Digital Controls:** Install comprehensive automation and dedicated digital controls (DDC) system to new HVAC with modern user interface.
- **Electrical:** Services shall include evaluation of existing electrical systems, design of new and modified electrical infrastructure, preparation of construction documents, multidisciplinary coordination, and construction administration support. Modernization and upgrade to 480V.
    - **Service Upgrade:** Upgrade the main service to a single 1600A/480V service to eliminate multiple utility meters and support future power needs.
    - **Lighting:** Replace all fluorescent fixtures with high-efficiency dimmable LED luminaires and install a digital networked control system.
- **Structural:** Inspect, evaluate, and value engineer structural components. Existing facility includes steel girders, pan decking, shear walls, and overall construction. Make recommendations based on industry standards and International Building Codes (IBC).
    - Investigate, engineer/design, and construct seismic reinforcement of foundation to current seismic building performance.
    - Current building shell is constructed of Unreinforced Masonry (URM).
- **Plumbing:** Investigate existing, perform selective demolition as required and install upgraded plumbing systems: Included but not limited to - domestic water, sanitary waste and vent, storm drainage, and specialty plumbing systems as required by applicable local plumbing code, building code, and all federal, state, and local regulations.
- **Fire Life System:** Facility is not currently sprinkled. The fire sprinkler system shall be designed in accordance with NFPA 13 and applicable local codes. The design shall include, but not limited to hydraulic calculations, seismic bracing, coordination with architectural and structural elements, testing, commissioning, and record drawings.
- **Building Information Modeling & Clash Detection:** Provide LOD 500 BIM package at completion of project with interim LOD deliverables during project design. Engage in early clash detection efforts to minimize field conflict and changes.

4.0 SITE AND UTILITY REQUIREMENTS

4.1 Site Circulation and Parking

- **Accessible Routes:** Construct new ADA/ABAAS-compliant curb ramps and sidewalks to provide an accessible route from offsite 5th Street parking to the main entrance.
- **Circulation:** Analyze current plot for turn radii and compatibility with building function.
- **Parking:** Remove and replace affected paving, reconfiguring existing lots to maximize onsite counts and construct a new driveway to improve circulation.

4.2 Civil Utilities

- **Stormwater:** Install on-site bioretention basins (minimum 300 CF per 10,000 SF of new impervious area) to comply with EISA Section 438 and local Vancouver code.
- **Water Service:** Upgrade existing domestic water connection. Install new fire connection for the Main Building with backflow prevention.
- **Sewer:** Upgrade and integrate new sewerage tie into city infrastructure.

4.3 Landscape

- Design and install native landscaping in conjunction with bioretention facilities and overall architectural design package.

C. GENERAL OVERVIEW OF THE PROCUREMENT PROCESS

C.1 In Phase I of the two-phase design-build selection procedure, interested firms or joint venture entities (referred to as "offerors") submit certain specified performance capability proposals, demonstrating their capability to successfully execute the design-build construction contract resulting from this solicitation. The Government will evaluate the performance capability proposals in accordance with the criteria described herein and will short-list no more than five (5) of the Phase I offerors to compete for the design-build contract in Phase II. In Phase II, the short-listed offerors will submit proposals in accordance with the solicitation for Phase II. A fixed stipend in the amount of $25,000.00 will be made available by WFLHD to each shortlisted, non-selected offeror who submits a fully responsive Phase Two proposal in response to this Solicitation.

C.2 Firms formally organized as design-build entities, design firms and construction contractors that have associated specifically for this project, consortia of firms or any other interested parties may submit proposals. Associations may be as joint ventures or as key team subcontractors. Any legally organized Offeror may submit a proposal. To qualify for Phase II, the Offeror or Offeror's subcontractor is required to have professional architects and engineers, registered in the appropriate technical disciplines as specified in FAR 52.236-25, "Requirements for Registration of Designers." All designs must be under the direct supervision of appropriately licensed professionals for each discipline involved.

C.3 Phase I Evaluation Factors and Relative Importance: Qualifications will be evaluated in Phase I to determine no more than the five (5) most highly qualified Offerors. Phase I does NOT involve a pricing submission or evaluation of price. All Phase I Factors are listed in descending order of importance. Factors 1 – 4 will be utilizing the Evaluation Factors as defined in PART 3 of this Phase I solicitation.

C.4 Intent for no Discussion: Offerors are hereby advised that the Government intends to evaluate Phase I proposals and select the most highly qualified firms to proceed to Phase II without discussions or any contact with Offerors concerning the proposals received for Phase I. The Government reserves the right to contact Offerors and/or conduct discussions in Phase I if it is determined to be in the best interest of the Government.

PART 2 – PROPOSAL PREPARATION AND EVALUATION INFORMATION

2.1. All Phase I requirements shall be submitted by the Prime Contractor no later than (NLT) closing date and time specified in SF1442, Block 13a. (subject to amendment) via email to **wfl.contracts@dot.gov. NO OTHER FORM OF SUBMISSION WILL BE ACCEPTED.**

2.2. All documents are to be submitted in Portable Document Format (pdf), or an approved fixed-layout electronic format to WFL.Contracts@dot.gov in a SINGLE email whose size shall not exceed forty Megabytes (40MB). File(s) shall not contain any security restrictions (e.g., password protection) that prevent the Government from distributing and printing the document(s) and shall not include marketing materials or letters of support/recommendation. Proposals may be modified or withdrawn by email, if such notice is received by the time specified for receipt of proposals. The Government will not be responsible for any failure attributable to the transmission or receipt of email data.

Phase I proposals shall consist of five (5) Sections, Sections Checklist, signed 1442, and a cover letter as listed in Section 2.5, and as detailed below. Page numbering shall be sequential with each section or sequential with the proposal and shall not exceed the required page count defined in each section under "submission requirements" in total. The order of submittals are as follows:

1. Cover Letter
2. 1442
3. Sections Checklist
4. Section 1: Pass/Fail: Capability to Perform
5. Section 2: Factor 1: Technical Approach & Project Management
6. Section 3: Factor 2: Specialized Experience & Technical Qualifications
7. Section 4: Factor 3: Key Personnel & Design Partners
8. Section 5: Factor 4. Past Performance

2.3. Undeliverable emails due to an offeror's quote size, using the wrong email address, or anything else, are not the responsibility of the Government.

2.4. To be considered and accepted as timely, the proposal must be received in its entirety prior to the deadline. Failure to provide a proposal in its entirety to the deadline will render it non-responsive.

2.5. PROPOSAL COVER LETTER with the following information:

A. Identification of the business entity submitting the offer;

B. Name, Address, Telephone and Facsimile numbers of Offeror and email address;

C. SAM UEI of the offeror.

D. Name, telephone number, title and signature (and electronic addresses if available) of person(s) authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation.

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

F. Certifications and Representations: Offeror's Certifications and Representations will be obtained from the United States Federal Government's System for Award Management (SAM) database. The Offeror shall ensure information is current in SAM prior to the Phase I response due date. Anomalies and inconsistencies found in the Offeror's Certifications and Representations may result in deeming the Offeror's Phase I proposal non-responsive.

2.6. As part of the required submittals, the offeror shall complete and submit the below Section Checklist.

Section	Start Page #	End Page #	Total # of Pages	Maximum # of Pages
Cover Page				1
1442 (Signed to include acknowledgment of any amendments)				2
Section 1: Pass/Fail: Capability to Perform				5
Section 2: Factor 1: Technical Approach & Project Management				20
Section 3: Factor 2: Specialized Experience & Technical Qualifications				36 (6 per project example)
Section 4: Factor 3: Key Personnel & Design Partners				32 (2 per resume)
Section 5: Factor 4. Past Performance				N/A

PART 3 – QUALIFICATION EVALUATION - PHASE 1

3.0 PROPOSAL

Evaluation Factors are listed in descending order of importance.

3.1 SECTION 1 – PASS/FAIL - CAPABILITY TO PERFORM

Design-Build team shall provide adequate documentation to support the capacity to legally and effectively deliver a project of this size and scope.

Key evaluation areas include:

a. Project Experience: Minimum of four (4) project examples (two (2) project examples completed by prime contractor and two (2) lead design firm). Project examples submitted for Factor 2 will be reviewed.

1. At least 50% constructed or completed within the last 5 years;
2. Minimum $20 million contract value; and
3. Tenant Improvement and Major Building Renovation.

b. Teaming and Integration: Provide an organizational chart depicting the structure of the Design-Build team, including the prime contractor and leading design firm, and major subcontractors. The offeror must provide documented proof of past successful collaboration between the leading design firm and prime contractor on at least one project of similar scope and scale. If a team lacks past performance together, they must provide an executed Teaming Agreement detailing project deliverables, communication protocols, and risk-sharing frameworks.

c. Bonding Capacity: A letter from a bonding agent or Surety identifying the Offeror's ability to obtain bonding of $35 million for a single contract. Include Bonding Agent or Surety's name, name of Surety that will provide the bonds, phone number, and email address. The Surety must be included in the Department of the Treasury's Listing of Approved Sureties (Department Circular 570); see https://fiscal.treasury.gov/surety-bonds/list-certifiedcompanies.

d. Safety: A history of OSHA compliance and safety. Submit your Experience Modification Rate (EMR) and OSHA 300A logs for the most recent projects completed by the prime contractor. An averaged annual EMR rate of 1.19 or below will be determined a Pass, 1.20 or over will be determined a Fail. A failure to submit the OSHA 300A logs for the last three projects will result in a Fail.

3.1.1 SUBMISSION REQUIREMENTS:

The offeror shall submit documentation as described in part 3.1 b through d of this factor. Project Examples submitted for Factor 2 will be utilized to evaluate a. Project experience. This submission must:

a. Submit an organizational chart and proof of collaboration or teaming agreement.
b. Letter from an acceptable bonding agent/surety and has the ability to bond at least $35M per project.
c. Submittal of proof for safety requirements; OSHA compliance and EMR.
d. Submissions must:
    1. Be submitted on 8 ½ x 11 PDF format.
    2. No more than 5 pages for the section. Project examples submitted for Factor 2 do not count towards the maximum pages for this submission.
    3. Minimum of 12-point font.
    4. Use of bold face type of paragraph heading is acceptable; and Each page should contain the following legend in the footer: "Source Selection Information: Capability To Perform".

3.1.2 EVALUATION AND SELECTION CRITERIA: CAPABILITY TO PERFORM: The Government will perform an assessment of the documents provided in this section and ensure each key evaluation areas are met. A Pass/Go and Fail /No-Go rating will be assigned. **Proposals not meeting a Pass/Go rating will not be evaluated further.**

3.2 SECTION 2 – FACTOR 1- TECHNICAL APPROACH & PROJECT MANAGEMENT

This factor evaluates the team's methodology for executing the project, requiring specific technical methods unique to the site. The offeror shall provide a narrative describing the overall Design-Build process the team would utilize for this renovation project.

Key evaluation areas include:

a. Integration: Describe how the design and construction teams will be integrated.
b. Quality Control: Describe the Quality Assurance and Quality Control (QAQC) approach for both the design phase and the construction phase.
c. Interactions: Describe how the team will interact, communicate and coordinate with the Government during both the design phase and the construction phase.
d. Continuity & Operations: Describe approach for sequencing demolition and facility upgrades to coordinate with lab operations without disrupting the agency's mission, keeping the Lab and Network Operations Center functional as long as feasible.
e. Schedule Acceleration: Describe the approach to planning and scheduling renovation projects, including utilizing innovative methods to overlap design and construction to achieve accelerated schedule delivery.
f. Cost Control & Project Controls: Describe approach to Cost Containment and Value Engineering during design, alongside an Integrated Master Schedule (IMS) that tracks earned value and risk management.
g. Site Logistics: Describe approach for safe and efficient management, layout and access of project construction site.
h. Risk & Problem Solving: Describe approach for deployment of preventative measures for technical difficulties, including mitigating risks associated with structural damage, hazardous materials, archeological findings, and cost/labor shortages.

i. Facility Betterment Solutions: Describe approach for design methods for Sustainability, Universal Design/ABAAS compliance and excellence.
j. Self-Perform: Describe approach to self-perform scope availability and benefits to the Government for cost savings and schedule improvement.
k. Software Capabilities: Describe the software (BIM/PMIS) utilized to demonstrate capabilities with proposed platforms and how it will be used to support design and construction coordination.

3.2.1 SUBMISSION REQUIREMENTS:

The offeror shall provide a narrative describing the overall Design-Build process the team would utilize for this renovation project. The narrative should focus on addressing key areas as described in a. through k. of Factor 1. This narrative must:

a. Be submitted on 8 ½ x 11 PDF format.
b. No more than 20 pages.
c. Minimum of 12-point font.
d. Use of bold face type of paragraph heading is acceptable; and
e. Each page should contain the following legend in the footer: "Source Selection Information: Factor 1- Technical Approach & Project Management".

3.2.2 FACTOR 1 EVALUATION CRITERIA: Based on the narrative provided, the Government will evaluate the Offeror's technical approach to this design-build project and its capability to execute an award contract with collaborative team effort. The Government will evaluate the strengths, weaknesses, and deficiencies, if any, in the narrative and assign one (1) rating for this factor**.**

3.3 SECTION 3 – FACTOR 2- SPECIALIZED EXPERIENCE & TECHNICAL QUALIFICATIONS

Design-Build team must demonstrate specialized expertise through recent project examples. The offeror shall use Attachment 003 for each project and key evaluation areas below.

Key evaluation areas include:

a. Design-Build: Demonstrate experience with Design-Build contracting and delivery methodology for projects of a minimum $20M contract value.
b. Firmed Fixed Price (FFP) Contracting: Demonstrate experience with FFP cost-controls and design-to-budget experience.
c. Operational Phasing: Demonstrate experience performing design-build renovation work in partially owner occupied and partially operational facility.
d. Significant Renovation: Demonstrate experience in Seismic Retrofitting (Unreinforced Masonry stabilization, shear walls), Complex Systems Integration (HVAC, 480V upgrades, fire suppression), Hazardous Materials Management (asbestos and lead abatement), and Building Envelope, specifically Designed & Tailored to the Pacific Northwest climate and environment.

e. Design Capabilities: For the lead design firm, demonstrate experience with integrated design of similar significant retrofit and renovation that includes core and shell, tenant improvement, building systems, and infrastructure upgrades.
f. Federal Contracting: Demonstrate experience performing design-build renovation under State/Municipal Government/Federal Government administered construction contract.
g. Federal Building Standards: Demonstrate experience meeting federal standards including Public Building Service (PBS) Building Standards Memorandum core components.

3.3.1 SUBMISSION REQUIREMENTS:
The offeror shall provide an Attachment 003 for each project describing the projects and key evaluation areas identified in a. through g. Factor 2. Project examples must be Tenant Improvement and Major Building Renovation projects similar in size, complexity, and scope completed within the last five (5) years (or at least 50% constructed). New construction will not be considered. This narrative must:

a. Submit a minimum of two (2) up to a maximum of three (3) project examples completed by prime contractor and a minimum of two (2) up to a maximum of three (3) project examples completed by lead design firm for a total maximum of six (6) projects combined.

1) Each project should include project name and location, owner/client information, contract value, project description, the offeror's role (prime or subcontractor), and date of completion.

b. Be submitted on 8 ½ x 11 PDF format.

c. No more than 36 pages for the section. Each project can have no more than 6 pages (4 pages narrative and 2 pages photos).

d. Minimum of 12-point font.

e. Use of bold face type of paragraph heading is acceptable; and

f. Each page should contain the following legend in the footer: "Source Selection Information: Factor 2- Specialized Experience & Technical Qualifications".

3.3.2 EVALUATION AND SELECTION CRITERIA – FACTOR 2: SPECIALIZED EXPERIENCE & TECHNICAL QUALIFICATIONS: The information provided will be used to evaluate relevancy and depth of each offeror's specialized experience. The more recent relevant experience, the more credit will be given. The Government may place greater importance on projects performed as a prime contract than as a subcontract, depending upon overall role and relevancy considerations. The Government may place greater importance on projects where the offeror and the proposed design firm have worked together, depending upon overall role and relevancy considerations. The Government may place greater importance on projects that were performed at an active Government Facility, depending on overall role and relevancy considerations.

3.4 SECTION 4 – FACTOR 3- KEY PERSONNEL & DESIGN PARTNERS

The Government will evaluate the qualifications, history, and collaborative experience of the proposed team. Provide a SF 330 for the lead design firm. For Key Personnel below, provide a resume, summary of staff availability to perform this project, and applicable licensure to perform work in the State of Washington.

Key evaluation areas include:

a. Project Manager: Minimum of 10 years of industry experience. Minimum of 5 years of recent experience managing design-build construction projects; demonstrated experience managing full scale renovation projects of similar size, complexity and scope including regional seismic upgrades, HVAC/electrical modernizations; resume must identify specific projects managed, role and dollar value.

b. Site Superintendent: Minimum of 10 years of industry experience. Minimum of 5 years of recent experience managing Design-Build construction projects; resume must identify specific projects managed, role and dollar value.

c. Cost Estimator: Minimum of 10 years of industry experience. Minimum of 5 years with GMP contracting; resume must identify specific projects managed, role and dollar value.

d. Architectural Team: Top 3 key personnel as determined by team (e.g., Project Architect, Project Manager, Project Designer) Minimum of 10 years of experience in design of renovation projects; demonstrated experience in the proposed key personnel role on Design-Build projects; resumes must identify specific projects, roles and dollar values.

3.4.1 SUBMISSION REQUIREMENTS:
Provide resumes for key personnel described in part 3.4 a through d.

a. Submit a completed SF330 for the proposed lead design firm. Complete **only** Part I Sections A through E and all of Part II. The SF330 will not count towards the page maximum count.

For resumes:

b. Be submitted on 8 ½ x 11 PDF format.
c. No more than 2 pages for each resume.
d. Minimum of 12-point font.
e. Use of bold face type of paragraph heading is acceptable; and
f. Each page should contain the following legend in the footer: "Source Selection Information: – Factor 3- Key Personnel & Design Partners".

3.4.2 EVALUATION AND SELECTION CRITERIA – FACTOR 3: KEY PERSONNEL & DESIGN PARTNERS: Based on the SF 330 and resumes, the Government will evaluate the Offeror's Key Personnel and Design Partners and its capability to execute an award contract with collaborative team effort. The Government will evaluate the strengths, weaknesses, and deficiencies, if any, in the SF330, resumes and assign one (1) rating for this factor.

3.5 <u>SECTION 5 – FACTOR 4- PAST PERFORMANCE</u>

This factor evaluates the degree of success of the offeror for the projects submitted in Factor 2 and other related projects.

Key evaluation areas include:

a. Performance Metrics: For projects submitted under Factor 2 evaluators will review budget/schedule adherence, CPARS scores for projects that were federal contracts or Past Performance Questionnaires and may conduct interviews with project owners for any project submitted.

3.5.1 SUBMISSION REQUIREMENTS:

a. For each project submitted for Factor 2 that does not have a Contractor Performance Assessment Reporting System (CPARS) evaluation, submit copies of any completed past performance evaluations made available from the project owner or Attachment 002 Past Performance Questionnaire.

b. Each page should contain the following legend in the footer: "Source Selection Information: – Factor 4- Past Performance".

3.5.2 EVALUATION AND SELECTION CRITERIA – FACTOR 4: PAST PERFORMANCE: The Government will perform an assessment of the Offeror's probability of successfully meeting the contract requirements, considering the degree of success of the Design-Build team's recent (completed or substantially completed), relevant experience. The Government will assess the past performance on projects submitted under Factor 2 - Specialized Experience and Technical Qualifications. The Government may conduct interviews with points of contact identified in the proposal, review other recent projects rated in CPARS or other agency performance databases, or refer to personal knowledge when assigning the confidence rating.

3.6 PHASE 1 RATING SYSTEM

For Factors 1, 2, and 3, after listing proposal strengths, weaknesses, and deficiencies, the Government will assign an adjective rating of "Exceptional", "Good", "Satisfactory", "Marginal", and "Unsatisfactory".

For Factor 4, after listing proposal strengths, weakness, and deficiencies, the Government will assign an adjective rating of "Substantial Confidence", "Satisfactory Confidence", "Neutral Confidence", "Limited Confidence", and "No Confidence".

PART 4 – PHASE 1 ATTACHMENTS

4.1. LIST OF ATTACHMENTS

Attachment 001 – SF330
Attachment 002 – Past Performance Questionnaire
Attachment 003 - Specialized Experience & Technical Qualifications
Attachment 004 - WFLHD Masterplan (Information Only)

OFFER *(Must be fully completed by offeror)*

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NO. *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than item 14.)*
CODE FACILITY CODE	

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

AMOUNTS

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE.										

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

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 3304(a) ( )
26. ADMINISTERED BY CODE 690567 Federal Highway Administration FHWA WESTERN FED LANDS DIVISION 610 E FIFTH STREET Vancouver WA 98661		27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

DOT COMPLIANCE WITH PRESIDENT TRUMP'S PRIORITIES AND AGENDA

Notice of intent for the Department of Transportation (DOT) to take immediate action to begin forbearing enforcement of all contract clauses, provisions, terms, and conditions, related to any and all subsequent Executive Orders (EOs) issued by President Trump and implementing guidance.

Consistent with President Trump's priorities and agenda, to the maximum extent permitted by law, DOT intends to take immediate action to begin forbearing enforcement of all Federal Acquisition Regulation (FAR) or Transportation Acquisition Regulation (TAR) contract clauses, provisions, terms, and conditions, if inconsistent with EOs and implementing guidance issued by the current administration, including but not limited to:

- Executive Order (EO) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government (January 20, 2025);
- Executive Order (EO) 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing (January 20, 2025);
- Executive Order (EO) 14148, Initial Rescissions of Harmful Executive Orders and Actions (January 20, 2025);
- Executive Order (EO) 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity (January 21, 2025);
- Executive Order (EO) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government (January 20, 2025);
- OPM Memorandum, Initial Guidance Regarding President Trump's Executive Order Defending Women (January 29, 2025);
- Executive Order (EO) 14208, Ending Procurement and Forced Use of Paper Straws (February 10, 2025);
- Executive Order (EO) 14222, Implementing the President's "Department of Government Efficiency" Cost Efficiency Initiative (February 26, 2025);
- Executive Order (EO) 14240, Eliminating Waste and Saving Taxpayer Dollars by Consolidating Procurement (March 20, 2025);
- Executive Order (EO) 14269, Restoring America's Maritime Dominance (April 9, 2025);

- Executive Order (EO) 14275, Restoring Common Sense to Federal Procurement (April 15, 2025); and

- Executive Order (EO) 14271, Ensuring Commercial, Cost-Effective Solutions in Federal Contracts (April 16, 2025.

DOT remains committed to ensuring its acquisition policies and practices reflect the direction of the current administration and reserves the right to issue further guidance or take additional action as necessary. Contractors are reminded that compliance with applicable laws, regulations, and Executive Orders is a condition of doing business with the Federal Government and DOT. It is the responsibility of each contractor to monitor for updates and adjust operations accordingly.

The subject notice was posted to SAM.gov on April 29, 2025.

Federal Acquisition Regulation
Solicitation Provisions

Representations, Certifications and Other Statements of Offeror

52.204-7 System for Award Management (Sept 2025)

The Offeror shall have an active Federal Government contracts registration in the System for Award Management (SAM) when submitting an offer or quotation in response to this solicitation and at the time of award. As part of the SAM registration process, the Government collects information, as described in paragraphs (b) through (d) of this provision, that is necessary to identify the Offeror and for the Offeror to be awarded Federal Government contracts. To register in SAM, go to https://www.sam.gov. Allow for processing time when registering in SAM. If the Offeror is not registered in SAM, it should register immediately after receiving this solicitation.
(a) *Definitions*. As used in this provision—
Commercial and Government Entity (CAGE) code has the meaning provided in the clause at the Federal Acquisition Regulation (FAR) 52.204-13, System for Award Management—Maintenance, of this solicitation.
Electronic Funds Transfer (EFT) indicator means a bank account identifier to establish additional System for Award Management records for identifying alternative EFT accounts (see part 32) for the same entity.
Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.
Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees. There may be more than one immediate owner (e.g., joint ventures).
Predecessor means an entity whose assets were acquired by the offeror or another entity (most often through merger or acquisition) and whose affairs are now carried out by the offeror or the other entity under a new name.
Taxpayer identification number means the number required by the Internal Revenue Service (IRS) to be used by the offeror to report income tax and other returns. It may be either a Social Security Number or an Employer Identification Number.
Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.
(b) *Identifiers*. The Offeror shall obtain and provide the following identifying information:
(1) *Unique entity identifier (UEI)*.
(i)The Offeror shall obtain a UEI to register in SAM. The Government will independently validate the existence and uniqueness of the Offeror before assigning a UEI to the Offeror. Go to https://www.sam.gov for instructions on obtaining a UEI.
(ii)The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the UEI that identifies the Offeror's name and address exactly as stated in the offer. The Offeror shall also enter its EFT indicator, if applicable.
(iii)The Contracting Officer will use the UEI to verify that the Offeror has an active Federal Government contracts registration in SAM.
(2) *Taxpayer identification number (TIN)*.
(i)The Offeror shall provide its TIN or related information to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d); reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M; and implementing regulations issued by the IRS. The Offeror shall consent for TIN validation; and

(3) *Commercial and Government Entity (CAGE) code*.

(i)The Offeror shall provide a CAGE code and legal business name (Do not use a "doing business as" name) for—

(A)Itself;

(B)Its immediate owner(s), if any;

(C)Its highest-level owner, if any; and

(D)Any predecessor(s), or predecessor of an Offeror's predecessor, that held a Federal contract or grant within the last three years.

(ii)If the Offeror is in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA CAGE Branch will assign a CAGE code to the Offeror as a part of the SAM registration process. For information on obtaining a CAGE code go to https://cage.dla.mil/.

(iii)The Offeror shall get from any immediate and/or highest-level owner(s) their respective CAGE code(s) to provide the code(s) as part of the registration (FAR 52.204-7(b)(3)(i)).

(iv)If the Offeror is located outside of the United States or its outlying areas, and does not already have a CAGE code assigned, the Offeror may obtain a CAGE code as indicated in the following table.

If the Offeror is…	**Then…**
Located in a country that is a member of the North Atlantic Treaty Organization (NATO) or a sponsored nation	Contact the appropriate National Codification Bureau (https://www.nato.int/structur/ac/135/about/contacts)
Located in a country that is not a member of NATO or a sponsored nation	Contact the NATO Support and Procurement Agency (NSPA) (https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx)

(c) *Representations and certifications*.

(1) The following FAR solicitation provisions contain entity-level representations and certifications that the Offeror shall submit as part of their Federal Government contracts registration in SAM:

Provision	**Title**	**Date**
52.204-5	Women-Owned Business (Other Than Small Business)	Oct 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation	Nov 2015
52.209-5	Certification Regarding Responsibility Matters	Aug 2020
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	Feb 2016
52.219-1	Small Business Program Representations	Feb 2024
52.219-1 Alt I	Small Business Program Representations, with its Alternate I	Feb 2024
52.219-1 Alt II	Small Business Program Representations, with its Alternate II	Mar 2023
52.226-2	Historically Black College or University and Minority Institution Representation	Oct 2014

(2)By submitting its offer, the Offeror verifies that, as of the date of its offer, its representations and certifications posted electronically in SAM for the provisions listed in paragraph (c)(1) of this provision are current, accurate, and complete. The Offeror's representations and certifications in SAM are hereby incorporated by reference into its offer.

(d) *Other information*. The Offeror shall provide more information on its business operations and type that is necessary to be considered for award of certain contracts and financial information necessary to receive payment under contracts.

Completing FAR provision *52.204-8 Annual Representation and Certifications.*

- This solicitation is issued under NAICS 236220 – Commercial and Institutional Building Construction with a small business size standard of $45 million. If your average annual gross receipts for the past 3 years are above $45 million you are a large business for this solicitation. If they are below $45 million you are a small business. Please complete the certification listed in paragraph (d).
- Before submitting bids, please ensure you have completed your annual representations and certifications electronically at the System for Award Management (SAM) website: *https://www.sam.gov*

52.204-8 Annual Representations and Certifications. (Mar 2026) [(DEVIATION FEB 2025)]

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is__ *236220 – Commercial and Institutional Building Construction*.

(2) The small business size standard is *$45 million*.

(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 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.

(b)

(1) If the provision at *52.204-7*, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at *52.204-7*, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation.

The Offeror shall indicate which option applies by checking one of the following boxes:

(i) □ Paragraph (d) applies.

(ii) □ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) 1)The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) *52.203-2*, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless–

(A) The acquisition is to be made under the simplified acquisition procedures in *part 13*;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) *52.203-11*, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) *52.203-18*, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) *52.204-3*, Taxpayer Identification. This provision applies to solicitations that do not include the provision at *52.204-7*, System for Award Management.

(v) *52.204-5*, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) *52.204-26*, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) *52.209-2*, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) *52.209-5*, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) *52.209-11*, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) *52.214-14*, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) *52.215-6*, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) *52.219-1*, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied *part 19* in accordance with *19.000*(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) *52.219-2*, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied *part 19* in accordance with *19.000*(b)(1)(ii).

(xiv) [RESERVED]~~*52.222-22*, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at *52.222-26*, Equal Opportunity.~~

(xv) [RESERVED]~~*52.222-25*, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at *52.222-26*, Equal Opportunity.~~

(xvi) *52.222-38*, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) *52.223-1*, **Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at** *52.223-2*, **Reporting of Biobased Products Under Service and Construction Contracts.**

(xviii) *52.223-4*, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xix) [RESERVED]~~*52.223-22*, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the provision at *52.204-7*.~~

(xx) *52.225-2*, Buy American Certificate. This provision applies to solicitations containing the clause at *52.225-1*.

(xxi) *52.225-4*, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at *52.225-3*.

(A) If the acquisition value is less than $50,000, the basic provision applies.

(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.

(C) If the acquisition value is $100,000 or more but is less than $105,767, the provision with its Alternate III applies.

(xxii) *52.225-6*, Trade Agreements Certificate. This provision applies to solicitations containing the clause at *52.225-5*.

(xxiii) *52.225-20*, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) *52.225-25*, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) *52.226-2*, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[**Contracting Officer check as appropriate.**]

__ (i) ***52.204-17*, Ownership or Control of Offeror.**

__ (ii) ***52.204-20*, Predecessor of Offeror.**

__ (iii) ***52.222-18*, Certification Regarding Knowledge of Child Labor for Listed End Products.**

__ (iv) ***52.222-48*, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.**

__ (v) ***52.222-52*, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.**

__ (vi) ***52.227-6*, Royalty Information.**

__ (A) **Basic.**

__ (B) **Alternate I.**

__ (vii) ***52.227-15*, Representation of Limited Rights Data and Restricted Computer Software.**

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through *https://www.sam.gov*. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR *4.1201*); except for the changes identified below [**offeror to insert changes, identifying change**

by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change	
	Under this NAICS code I represent we ( ) Are ( ) Are Not a small business.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

52.215-1 Instructions to Offerors—Competitive Acquisition (Oct 2025)

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

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

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

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

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

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

(c) Submission, modification, revision, and withdrawal of proposals.

(1)

(i) Proposals and modifications to proposals shall be—

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

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

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

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

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

(i) The RFP number;

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

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

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

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

(3)

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the RFP by the time specified in the RFP. If no time is

specified in the RFP, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the RFP after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

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

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

restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

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

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

(f) Contract award.

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

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

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

52.236-27 Site Visit (Construction) (Feb 1995) Alternate I (Feb 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for 08/18/2026, 1430-1600 PST. See NTO Section of the solicitation for full requirements.

(c) Participants will meet at WFLHD Building.

End of Solicitation Provision

Federal Acquisition Regulation
Contract Clauses

52.202-1 Definitions (Jun 2020)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

(a)The solicitation, or amended solicitation, provides a different definition;
(b)The contracting parties agree to a different definition;
(c)The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;
(d)The word or term is defined in FAR part 31, for use in the cost principles and procedures; or
(e) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR 1.109(a), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.109(d).

52.236-3 Site Investigation and Conditions Affecting the Work (AUG 2025)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including—

(1) Conditions bearing upon transportation, disposal, handling, and storage of materials;
(2) The availability of labor, water, electric power, and roads;
(3) Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
(4) The conformation and conditions of the ground; and
(5) The character of equipment and facilities needed preliminary to and during work performance.

(b) The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.
(c) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

52.236-21 Specifications and Drawings for Construction (Aug 2025) Alternate II (Apr 1984)

(a) The Contractor shall keep at the site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto.
(b) Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.
(1) In case of difference between drawings and specifications, the specifications shall govern.

(2) In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing.
(3) Any adjustment by the Contractor without such a determination shall be at its own risk and expense.
(c) The Contracting Officer will furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
(d)
(1) Words, such as, “directed”, “required”, “ordered”, “designated”, “prescribed”, or words of like import when used, in the specifications or on the drawings are intended to mean the “direction”, “requirement”, “order”, “designation”, or “prescription”, of the Contracting Officer.
(2) Words, such as, “approved”, “acceptable”, “satisfactory”, or words of like import shall mean “approved by”, or ‘acceptable to”, or “satisfactory to” the Contracting Officer, unless otherwise expressly stated.
(e) Where “as shown”, “as indicated”, “as detailed”, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place”, that is “furnished and installed”.
(f) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
(g)
(1) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review.
(2) Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission.
(3) Upon completing the work under this contract, the Contractor shall furnish _*SEE SCR 104-03*_ sets of prints of all shop drawings as finally approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.
(h) The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor.
(1) Any work done before such approval shall be at the Contractor's risk.
(2) Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with paragraph (i) of this clause.
(i)
(1) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission.
(2) If the Contracting Officer approves any such variation, the Contracting Officer will issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
(j) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

52.236-22 Design Within Funding Limitations (Aug 2025)

(a) The Contractor shall accomplish the design services required under this contract to permit the award of a contract, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (d) of this clause.

(1) When bids or proposals for the construction contract are received that exceed the estimated price, the Contractor shall perform such redesign and other services as are necessary to permit contract award within the funding limitation.

(2) These additional services shall be performed at no increase in the price of this contract.

(3) The Contractor shall not be required to perform such additional services at no cost to the Government if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(b) The Contractor will promptly provide written notice to the Contracting Officer if it finds that the project will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations.

(1) Upon receipt of such written notice, the Contracting Officer will review the Contractor's revised estimate of construction cost.

(2) The Government may, if it determines that the estimated construction contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable,—

(i) Authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (d) of this clause; or

(ii) The Government may adjust such estimated construction contract price.

(c) When bids or proposals are not solicited or are unreasonably delayed, the Government shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

(d) The estimated construction contract price for the project described in this contract is

$**TBD**

52.236-23 Responsibility of the Architect-Engineer Contractor (Apr 1984)

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract.

(b) The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(c) Neither the Government’s review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.

(d) The Contractor shall be and remain liable to the Government, in accordance with applicable law, for all damages to the Government caused by the Contractor’s negligent performance of any of the services provided under this contract.

(e) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(f) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

End of Clauses