SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	47PB5426R0007	☐ SEALED BID *(IFB)* ☒ NEGOTIATED *(RFP)*	7/24/2026	1 4

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
	EQPXBBA-26-0015	

7. ISSUED BY CODE PQAC

PBS Office of Acquisition Management/Capital Project
Acquisition Delivery Division
Capital Contracting Branch - West
1800 F Street NW
Washington , DC 20405 USA

8. ADDRESS OFFER TO

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	Robert Jackson	(202) 969-5663

SOLICITATION

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

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

SOW titled 1800 Forward PROJECT TYPE: MODERNIZATION

11. The contractor shall begin performance within 1 calendar days and complete it within 668 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** _____ ***).***

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

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 11:00 AM (EST) ***(hour)*** local time 8/28/2026 (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 _____ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

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

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

AMOUNTS ▶

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

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

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶	ITEM 7	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 3304(a) ( )
26. ADMINISTERED BY PQ PBS Office of Acquisition Management 1800 F Street NW Washington , DC 20405 USA		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)* Robert Jackson	
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	FFP design phase services - courtyards Firm fixed price for design phase services associated with the courtyards design documents. Deliverable PSC: Z2AA -- REPAIR OR ALTERATION OF OFFICE BUILDINGS Contract Type: Cost Plus Incentive Fee PoP: 02/01/2027 - 06/30/2027 Place of Performance: DC0021ZZ GSA 1800 F ST NW WASHINGTON, DC 20405	1	LS	_____	_____
0002	FFP Design Phase Services - Interiors Renovation Firm fixed price design phase services associated with the Interiors Renovation design documents Deliverable PSC: Z2AA -- REPAIR OR ALTERATION OF OFFICE BUILDINGS Contract Type: Cost Plus Incentive Fee PoP: 02/01/2027 - 06/30/2027 Place of Performance: DC0021ZZ GSA 1800 F ST NW WASHINGTON, DC 20405	1	LS	_____	_____
0003	Exterior Masonry Repair Allowance Allowance for masonry repairs to the exterior facade and cornice of the building. Deliverable PSC: Z2AA -- REPAIR OR ALTERATION OF OFFICE BUILDINGS Contract Type: Cost Plus Incentive Fee PoP: 02/01/2027 - 11/30/2028 Place of Performance: DC0021ZZ GSA 1800 F ST NW WASHINGTON, DC 20405	1	LS	_____	_____
0004	FFP Core and Shell Buildout Firm fixed price for core and shell buildout based on the 100% Core and Shell Construction Documents. Deliverable PSC: Z2AA -- REPAIR OR ALTERATION OF OFFICE BUILDINGS Contract Type: Cost Plus Incentive Fee PoP: 02/01/2027 - 11/30/2028 Place of Performance: DC0021ZZ GSA 1800 F ST NW WASHINGTON, DC 20405	1	LS	_____	_____
0005	Option 1 - Interiors Build Out Final Construction Price for Interiors Build Out. Deliverable PSC: Z2AA -- REPAIR OR ALTERATION OF OFFICE BUILDINGS	1	LS	_____	_____

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Contract Type: Cost Plus Incentive Fee PoP: 02/01/2027 - 11/30/2028 Place of Performance: DC0021ZZ GSA 1800 F ST NW WASHINGTON, DC 20405				
0006	Option 2 - GMP for Courtyards Build Out Final Construction Price for Courtyards build out. Deliverable PSC: Z2AA -- REPAIR OR ALTERATION OF OFFICE BUILDINGS Contract Type: Cost Plus Incentive Fee PoP: 02/01/2027 - 11/30/2028 Place of Performance: DC0021ZZ GSA 1800 F ST NW WASHINGTON, DC 20405	1	LS	_____	_____

Solicitation - CMc

GSA Headquarters Reanimation

Solicitation No.: 47PB5426R0007

1800 F St, NW Washington, DC 20006

Construction Manager as Constructor (CMc) Contract for: GSA Headquarters Reanimation

The Solicitation

Table of Contents

I. General Information
- A. The Solicitation and Contract
- B. General Information
- C. Authorized Representatives
- D. Pre-Proposal Conference& Site Visit
- E. Magnitude of Construction
- F. Receipt of Phase I Offers

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

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

IV. FAR/GSAR Solicitation Provisions

V. Instructions to Offerors and Clauses
- A. FAR 52.215-1 Instructions to Offerors – Competitive Acquisition (GSA Class Deviation RFO-2025-15)
- B. FAR 52.240-91 Security Prohibitions and Exclusions (GSA Class Deviation RFO-2025-40)
- C. 52.222-90 Addressing DEI Discrimination by Federal Contractors
- D. FAR 52.244-5 Competition in Subcontracting
- E. Security Requirements
- F. Government’s Right to Exercise Options
- G. Additional Clauses

VI. Method Of Award
A. Evaluation of Offers
B. Determination of Responsibility
C. Price Analysis
D. Unbalanced Price
E. Total Evaluated Price
F. Non-Price Factors
G. Evaluation of Joint Venture Offers (Teaming Agreements)

I. General Information

I.A. The Solicitation and Contract

(1) This procurement will follow the two-step CMc solicitation process in accordance with FAR Part 15 (GSA Class Deviation RFO-2025-15). Offerors shall respond to the Phase I solicitation by submitting a Phase I Technical Proposal as described herein. Upon the conclusion of the government's review of Phase I Technical Proposals, an initial evaluation will be completed, and offerors will be notified of their general evaluation results, including information addressing whether the offeror appears competitive or viable for Phase II. The results of Phase I shall not preclude Offerors from submitting a Phase II Proposal, unless an Offeror is found to be technically unacceptable. Thereafter, a Phase II solicitation will be issued around **November 2026.** Offerors shall respond to the Phase II solicitation by submitting a Phase II Technical Proposal and a Phase II Price Proposal as described herein. The government anticipates conducting two pre-proposal conferences, one prior to the submission of Phase I Technical Proposals and the other in conjunction with a site visit prior to the submission of Phase II Technical and Price Proposals, at 1800 F St NW, Washington, DC.

Important Note: **The Phase II solicitation requirements contained herein are for informational purposes only and are subject to change with the Phase II solicitation. Examples include, but are not limited to, information on the small business utilization plan and pricing structure.**

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

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

End of Notice

I.B. General Information

The Solicitation Documents are comprised of:

(1) The Phase I Solicitation Documents are comprised of:

A. Standard Form (SF) 1442 – Solicitation, Offer, and Award – Phase I
B. The Phase I Solicitation
C. The Agreement and Attachments to the Agreement
D. Past Performance Questionnaire (PPQ)

E. 1800 F Master Attachment List. Please see this Master Attachment List for a complete list of all technical documents included with this Request for Proposal.

(2) The Phase II Solicitation Documents will be comprised of:

A. Standard Form (SF) 1442 – Solicitation, Offer, and Award – Phase II
B. Contract Price Form
C. The Phase II Solicitation
D. The Agreement and Attachments to the Agreement
E. Individual Model Small Business Subcontracting Plan (December 2025)
F. Davis-Bacon Act Wage Determination – for Washington District of Columbia General Decision Number: TBD, applicable for Phase II only. Decision Number DC20260002 can be used for general planning purposes at this time.
G. Standard Form (SF) 24 – Bid Bond
H. GSA Form 527 – Contractor's Qualifications and Financial Information
I. The Statement of Work, Division 1 Specifications, Draft Concept Design, and other drawings and exhibits.
J. Proprietary Information Agreement(s)
K. Other Forms Required for Submission with Proposals

I.C. Authorized Representatives

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

Authorized Representative Information:
Contracting Officer's Information
Name: Robert Jackson - PQAC
Address: 1800 F ST. Washington, DC. 20405
Telephone: Not Listed
Email: robert.n.jackson@gsa.gov
Alternate POC Information
Name: Oliver Chang - PQCD
Address: 50 United Nations Plaza, 3rd Flr. Mail Box #9
Telephone: Not Listed

Authorized Representative Information:
Email: oliver.chang@gsa.gov

I.D. Pre-Proposal Conference & Site Visit

Interested parties must notify the Contracting Officer for further information about attendance and to confirm location, time, and date. Only those parties who have notified the Contracting Officer and provided necessary information in advance of the meeting will be allowed to attend. To request reasonable accommodation due to a disability, contact the Contracting Officer.

Pre-Proposal Conference	
Date: Aug 11, 2026	See Additional Pre-Proposal Instructions
Time: 11:00 AM	
Location: 1800 F ST. Washington, DC. 20405	

Site Visit	
Date: Phase II - To Be Determined (TBD)	
Time: TBD	
Location: 1800 F ST. Washington, DC. 20405	

Pre-registration is required for all attendees to the pre-proposal Site Visit. The Site Visit shall be limited to representatives from each Offeror. Offerors shall submit a written request to the individuals identified below identifying all attendees from their respective team. Participants must have a valid, Government issued picture identification, driver's license preferred, to gain access for the pre-proposal Site Visit. To request a reasonable accommodation due to a disability, contact the Contracting Officer. Notification of the location of entry, where attendees are required to meet, and all other requirements for the Site Visit will be issued to the Offerors. Submit the written request to the points of contact listed below:

Robert Jackson - PQAC - robert.n.jackson@gsa.gov and Oliver Chang - PQCD oliver.chang@gsa.gov

I.E. Magnitude of Construction

(1) The estimated Total Contract Price is between $275M and $325M.

Offerors are cautioned that price proposals exceeding this range may be determined ineligible for award based on budgetary limitations.

(3) The Contract contemplated by this Solicitation provides for fifty percent (50%) shared savings, as defined in the Agreement.

I.F. Receipt of Phase I Offers

(1) In order to be considered for award, offers conforming to the requirements of the Solicitation must be received at the following office no later than **11:00 am EST** on the following date and at the following address.

Date: Aug 28, 2026
Address: robert.n.jackson@gsa.gov and oliver.chang@gsa.gov
Note: PDF format, 25mb max file size, if exceeding the max file size break out the proposal into volumes.

(2) Refer to the Section V.A, FAR 52.215-1 Instructions to Offerors – Competitive Acquisition (NOV 2025) (GSA Class Deviation RFO-2025-15), particularly paragraph (c), Submission, modification, revision, and withdrawal of proposals.

As an addendum to FAR 52.215-1(c),

> (a)Offerors shall submit electronic copies of their proposal via email to the Contracting Officer, Robert Jackson robert.n.jackson@gsa.gov and Contract Specialist Oliver Chang oliver.chang@gsa.gov. The maximum file size is 25mb. Files larger than 25MB need to be separated by volume and emailed separately.

II. Proposals

II.A. Proposal Contents - Phase I and Phase II

Proposals shall consist of the documents as listed below in II.B.

(1) The cover page of each proposal volume shall include the Offeror's name and address, solicitation title and number, deadline for receipt of proposals, and volume number.

(2) Electronic submissions shall be submitted in a searchable and bookmarked PDF document. If the file size exceeds 25mb separate into separate files.

II.B. Proposal Format - Phases I and II

(1) The original copy of the Proposal shall include original signatures where signatures are required (e.g., SF-1442, SF-24, etc.).

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

(3) The electronic version of the proposal shall be submitted in .pdf format. Electronic submissions shall be submitted in a searchable and bookmarked PDF document. If the file size exceeds 25mb separate into separate files.

(4) Pages shall be 8½x11-inch, ½-inch margins on the top and bottom of the pages and 1-inch margins on the left and right sides of the pages, except—

(a) When appropriate, pages may be 11x17 inches.
(b) Official documents (e.g., resumes, financial statements, etc.) may have margins and font sizes different from those listed above but shall be legible and shall be submitted on 8½x11-inch paper.

(5) All text shall be in either Arial or Times New Roman font at an 11-point minimum.

(6) The information provided in the submission shall be easily printable by normal black and white photocopying machines.

(7) Materials submitted become the property of the Government and shall not be returned.

II.C. Technical Proposal – Phases I and II

<u>Phase I Technical Proposal</u>

The Technical Proposal shall include the information requested below for the non-price factors.

Technical factors are listed in order of descending importance by phase. For the overall best value tradeoff evaluation, Factor 4 is significantly more important than Factors 1, 2, 3, and 5. The Project Price Proposal is not a technical factor but will be evaluated in Phase II.

Phase I:

Factor 1: Key Personnel
Factor 2: Past Performance
Factor 3: Prior Technical Experience

Phase II:

Factor 4: Management and Technical Approach – Design Phase Services and Construction Phase Services
Factor 5: Small Business Utilization Plan
Project Price Proposal

Award will be made using the Best Value Tradeoff process. When combined, all non-price factors are significantly more important than Price. Evaluations for Phase I factors will carry over to Phase II and be considered as part of the tradeoff evaluation.

Evaluation Factors Defined

Phase I

Factor 1: Key Personnel

This factor will assess the qualifications and experience of the Offeror's proposed Key Personnel for this project. Education, experience, professional certifications, awards and other pertinent information stated below will be examined in evaluating key project team member's probability for successfully providing CMc services for this project.

Submittal Requirements

Questionnaire:
All Offerors need to have references complete and submit Key Personnel Similar Project Experience Reference Questionnaire (Appendix B). All Offerors may have their references provide up to three (3) completed questionnaires for each key personnel individually identified. References will submit the completed questionnaires directly to the contracting officer.

Resumes:
--- EACH RESUME SHALL NOT TO EXCEED ONE (1) DOUBLE-SIDED PAGE---
If the resume exceeds one (1) double-sided page, further pages will not be reviewed

A complete resume is required for each Key Personnel team member. The resumes must include the following information:

- Education
- Professional qualifications and registrations

- Employment history
- Specialized experience
- Project history demonstrating experience on projects similar to the 1800 Forward Project
- Awards

For key personnel, a Similar Project is a project that meets a minimum of three of the below criteria. Additional favorable consideration may be given to a Similar Project that meets more than three of the criteria below.

- Construction in or of a Federal building;
- Major (significant work across multiple building systems) building modernization;
- Work in a building on the historic register;
- Construction cost greater than $100,000,000;
- Major (at least 50% of facade and windows included) façade and window restoration;
- CMc delivery method;
- Building size greater than 300,000 square feet; and
- An urban location with a constrained site with limited laydown and work area.

The following individuals/entities are designated as Key Personnel under this contract:

- Project Executive
- Project Manager
- Design Assist Manager
- Superintendent
- Quality Control Manager

The qualifications of individuals identified as key personnel will be reviewed during proposal evaluation and incorporated into the contract at the time of the award. Consequently, these key personnel must be maintained during the pendency of the contract. After award, requests for substitution of such personnel must be submitted to the Contracting Officer for review and approval. The Contractor must provide the same information as required by this RFP for all proposed substitutes, and any additional information requested by the Contracting Officer. The qualifications of the individual(s) offered as a substitute must be similar to the experience and qualifications of the key personnel/individual previously incorporated into the award. In addition, an explanation of the necessity for the change must accompany the request for substitution. No substitution may be made without prior written approval by the Contracting Officer. Note that no increase in the contract price will be made as a result of substitution of key personnel.

- **Project Executive**

  General Information: Offerors must designate one (1) individual to act as the Project Executive for this project. This individual must have full authority to bind the successful Offeror on all issues or actions related to the project. The services of this individual will be used through all phases of this project.

  Experience/Qualification:

  a. It is required for the project executive to have at least fifteen (15) years of experience in the field of construction on similar projects. It is beneficial for the project executive to be a registered architect or engineer.

- **Project Manager**

  General Information: Offerors must designate one (1) individual to act as the Project Manager for this project. This individual will be the central point of contact for managing and coordinating all work performed under this contract. The services of this individual will be used for all phases of this project.

  Experience/Qualification:

  b. It is required for the project manager to have at least ten (10) years of experience in the field of project management on similar projects. It is beneficial for the project manager to be a registered architect or engineer.

- **Design Assist Manager**

  General Information: The Offeror must designate one (1) individual to act as the Design Assist Manager for this project. This position will lead the CMc team design assist coordination, reviews, cost tracking and integration of subcontractors with the government's Architect and Engineering team.

  Experience/Qualification:

  c. It is required for the Design Assist Manager to have at least ten (10) years of experience in the field of project management, construction management or design management on similar projects. It is beneficial for the Design Assist Manager to have a BS degree in Architecture,

Engineering or Construction Management.

H. Superintendent

General Information: The Offeror must designate one (1) individual to act as the Superintendent for this project. This position will lead the field team and subcontractors.

Experience/Qualification:

a. It is required for the Superintendent to have at least ten (10) years of experience as a superintendent on similar projects.

I. Quality Control Manager

General Information: The Offeror must designate one (1) individual to act as the quality control manager for this project. This position will lead the development, implementation, and evaluation of QC/QA activities during the project. This position will work closely with the government's construction manager and commissioning teams to ensure project work meets the requirements of the contract.

Experience/Qualification:

a. It is required for the Quality Control Manager to have at least ten (10) years of experience in quality control management on similar projects. It is beneficial for the Quality Control Manager to have a BS degree in architecture, engineering or construction management.

Standard for Evaluation

The standard is met when the submission meets solicitation requirements and, in the Government's judgment, clearly demonstrates a project team that is staffed with key personnel with successful documented performance, experience on similar projects, and who are qualified to deliver CMc services for this project.

Factor 2: Past Performance

This factor will assess the past performance of the Offeror on projects deemed relevant under Factor #3 Prior Technical Experience. It measures the quality of the Offeror's

collective performance in providing CMc services for projects similar in size, scope, and complexity to the 1800 Forward Project. The Offeror's past performance information will be evaluated utilizing the completed Past Performance Questionnaire (PPQ) and verified by contacting references (as deemed necessary by the Government).

Submittal Requirements

For each project submitted under Factor #4 Prior Technical Experience, the Offeror is requested to have references submit a completed PPQ (Appendix C) directly to the Government. It is incumbent on the Offeror to ensure this information is submitted on time.

Questionnaire

All Offerors need to require references complete and submit the PPQ for each of the three (3) to five (5) projects provided in the proposal under factor #4 Prior Technical Experience.

Standard for Evaluation

The standard is met when the submission meets solicitation requirements and, in the Government's judgment, clearly demonstrates a history of successful past performance on relevant projects. The Government will evaluate received PPQs and may review other available sources to assess the quality of work performed.

The past performance evaluation may include, but not be limited to, assessment of:

- Overall quality of past performance
- Record of conforming to contract requirements
- Construction quality performance
- Adherence to contract schedules
- Responsiveness of management
- History of behavior and commitment to customer satisfaction

In addition to the reference PPQ provided directly to the Government, the Contracting Officer may identify and analyze the past performance of the Offeror on any other relevant contract substantially completed within the past fifteen (15) years of which the Contracting Officer has knowledge or obtains knowledge. This includes information obtained through CPARS evaluations and/or from other individuals who have direct knowledge of the Offeror's past performance on previous contracts.

Factor 3: Prior Technical Experience

This factor assesses the experience of the Offeror in providing prime contractor services necessary for successful delivery of the 1800 Forward Project. The Government will examine the contractor's prior experience in performing projects relevant to the one described in the solicitation. This factor will measure the number of opportunities the Offeror has had to learn by doing. The Government will examine the breadth, depth and relevance of prior experience in performing relevant projects (similar in size, scope and complexity) to the one described in the solicitation.

Submittal Requirements

Submit a narrative description of three (3) to five (5) projects substantially completed within the past fifteen (15) years that are relevant to the 1800 Forward Project. The project descriptions must not exceed one (1) double-sided page per project. If more than five (5) projects are submitted, only the first five (5) will be evaluated. Each project submitted must be a stand alone contract or task order. A campus type program contract with multiple individual awards can not be grouped into a single project under this factor.

Standard for Evaluation

The standard is met when each of the Offeror's submitted projects are, in the Government's judgement, relevant (similar in size, scope and complexity) to the characteristics of the 1800 Forward Project. Projects must clearly demonstrate a minimum of four (4) of the below characteristics to be deemed relevant (note that this differs from the three criteria minimum for a Similar Project under Factor 1: Key Personnel). Demonstration of additional characteristics will be deemed more relevant.

- Construction in or of a Federal building;
- Major (significant work across multiple building systems) building modernization;
- Work in a building on the historic register;
- Construction cost greater than $100,000,000;
- Major (at least 50% of facade and windows included) façade and window restoration;
- CMc delivery method;
- Building size greater than 300,000 square feet; and
- An urban location with a constrained site with limited laydown and work area.

A project is not required to include every characteristic listed above to be considered relevant. The Government will consider the extent to which each project is relevant to the 1800 Forward Modernization Project based on the characteristics identified above.

Phase II

Factor 4: Management and Technical Approach - Design Phase Services and Construction Phase Services

This factor will evaluate the project specific plan that the Offeror intends to implement in order to deliver successful CMc services for this project.

Provide a typewritten narrative (not to exceed 30 pages, each side of a double sided sheet is a page) describing the Contractor's overall approach and commitment to accomplishing the objectives of this requirement. The Offeror must provide a Management Approach describing its management philosophy for the design, construction and post-construction activities for this project. Below are specific items which must be clearly addressed by the Offeror:

At a minimum, provide the following:

I. Design Phase Approach

The Offeror's approach to design phase services including but not limited to design reviews, schedule development, cost estimating services, address subcontractor participation, and quality of value engineering (VE). The Offeror must identify potential design phase risks for this project, and what proactive measures the Offeror will take to minimize the risks.

The Offeror must provide a narrative that identifies potential opportunities within the requirement and propose means and methods that will improve value to the overall project. Value is not only synonymous with cost, it may also relate to; function, quality, reliability, safety and time.

II. Construction Phase Approach

The Offeror's approach to construction phase services including but not limited to safety plan, scheduling, cost savings suggestions, innovative approach(es), QA/QC management plan, cost control including contingency management, change order management, phasing of work (staging plan), communication plan and other approaches as appropriate. The Offeror must identify potential construction phase risks for this project, and what proactive measures the Offeror will take to minimize the risks.

III. Staffing Plan

The Offeror's staffing plan must include a detailed description of how it intends to accomplish the requirements of the contract using in-house and subcontracted resources. The staffing plan must include:

a. General description of the overall staffing that will be provided to successfully meet the requirements of the statement of work, including a breakdown/ratio of where the key personnel will perform their duties (home/field) and
b. Organizational Chart and Line of Authority for both the design phase, construction phase, and construction closeout (or post construction)

IV. Draft construction schedule and phasing plan

The Offeror must provide a proposed construction schedule in a Gantt chart format. The offeror must detail the proposed phasing of the project from base award through construction closeout. The Offeror shall be specific with providing details with the following items:

- Design phase services
- Coordinating and performing early work packages
- Identifying the means and methods of the proposed scaffolding at the building and/or how the Offeror plans to access the roof and windows at the building.
- Maintaining pedestrian and vehicle access at the building site
- Protecting new work in place, especially any work associated with an early work package
- Managing the risk of working in a historic Federal Building
- Identifying any building shutdowns in order to perform the scope of work
- Recommending any schedule duration improvements in order to expedite the duration of the overall project.

Standard for Evaluation

The standard is met when the Offeror's project-specific plan meets solicitation requirements and, in the Government's judgment, demonstrates a reasonable likelihood of successful implementation and project delivery.

Factor 5: Small Business Utilization

GSA is committed to providing maximum practicable opportunities for small business concerns, including Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), Historically Underutilized Business Zone (HUBZone) small businesses, Veteran-Owned Small Businesses (VOSB), and Service-Disabled Veteran-Owned Small Businesses (SDVOSB), to participate in Federal contracting.

This factor will be evaluated based on the Offeror's written Small Business Participation Plan and the extent to which the plan demonstrates a realistic, achievable, and project-specific approach to utilizing small business concerns during contract performance. The Government will evaluate the quality and feasibility of the proposed participation approach, the likelihood

that the plan can be successfully implemented, and the Offeror's compliance with FAR 52.219-8, Utilization of Small Business Concerns. The standard is met when the Offeror demonstrates a realistic and feasible approach for utilizing small business concerns during contract performance that provides the Government with confidence the proposed participation can be successfully achieved.

All business concerns (to include small businesses) shall address the extent of participation of small business concerns in performance of this contract. The Offeror must provide with its offer their small business participation targets expressed as percentages of the total contract.

Offerors shall submit the following to demonstrate the above:

Small Business Utilization Form

Note: In accordance with FAR Part 19 (GSA Class Deviation RFO-2025-19) the apparent successful Offeror shall be required to submit an acceptable small business subcontracting plan prior to award. Subcontracting plans are not required from small business concerns.

Price

Price Analysis. The CO will use Price Analysis to analyze the Offeror's proposal to ensure that the final agreed-to-price is fair and reasonable. In performing Price Analysis, the CO may use, singly or in combination with others, the analytical techniques described in FAR 15.404-1 (GSA Class Deviation RFO-2025-15), to ensure that the final price is fair and reasonable. The CO may request the advice and assistance of other experts to ensure that appropriate Price Analysis is performed. In accordance with GSAR 536.7103(b)(2), a Price Realism analysis is required and will be conducted.

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

Total Evaluated Price. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s). Total Evaluated Price will be calculated

using the prices indicated in the Price Proposal, using the following contained in Section VI.E. of the solicitation.

Price will not be assigned a numerical weight, point score, or adjectival rating. The price proposals will only be considered after all technical evaluations have been completed. The price evaluation will be clearly documented by the SSEB and CO.

Project Labor Agreement (PLA) PLA Paired-Proposal Procedure. Each Offeror must submit a PLA Price Proposal with a completed Contract Price Form. The PLA must meet FAR 22.502-2(b) (GSA Class Deviation RFO-2025-22) and FAR provision 52.222-33 (GSA Class Deviation RFO-2025-22) and clause 52.222-34 (GSA Class Deviation RFO-2025-22). Offerors may, but are not required to, submit a Non-PLA Price Proposal for the same scope of work. The two proposals must be identical except for the PLA and its direct effects on cost, schedule, or technical approach. Offerors that do not submit a PLA Price Proposal are ineligible for award

If the offer including the PLA is the best value, GSA will award at the Offeror's proposed price. If an offer not including a PLA is the best value, GSA will award at the Offeror’s non-PLA price without FAR provision 52.222-33 (GSA Class Deviation RFO-2025-22) and clause 52.222-34 (GSA Class Deviation RFO-2025-22) included in the contract. Prior to making a best value determination, GSA will determine whether the price premium for use of a PLA is reasonable. If the price premium is reasonable, the evaluated PLA price will be used in the best value tradeoff. Because the evaluated price already considers the value of PLAs, no further credit will be given in the cost-technical tradeoff. The evaluated PLA price will be calculated by reducing the proposed PLA price by the lesser of 10% or $15 million. PLA price premiums in excess of the lesser of 10% or $15 million may be found non-reasonable. If the price premium is not reasonable, the non-PLA price will be used in the best value tradeoff.

Oral Presentations:

Offerors will be required to make an oral presentation to the source selection Panel at the GSA Headquarters Building, located at 1800 F Street NW in Washington, DC. The presentation should demonstrate a comprehensive understanding of the work to be performed under this proposed contract. This presentation will augment the written information included in the offeror’s technical proposal for Technical Factor 4 - Management and Technical Approach - Design Phase Services and Construction Phase Services.

The offeror’s oral presentation will be limited to 60 minutes in length, followed by, if deemed necessary by GSA, a question and answer session for any needed clarifications. Answers will be considered for evaluation purposes to supplement the technical proposal. The entire presentation and Q&A session will not exceed 90 minutes. All oral presentations will be transcribed via Google Gemini.

The oral presentation should be attended by the offeror’s key personnel and any other

personnel as determined by the offeror (maximum 8). Please limit interview attendance to those personnel who will contribute constructively to the oral presentation and have a critical role in the successful delivery of the project.

Format of Proposals and Submission Requirements

- Format of Proposals and Submission Requirements

    - Offerors are encouraged to make their proposals only as voluminous as is necessary to respond to the preparation instructions set forth in the solicitation. In addition, notice should be taken of the size and page limitations specified in the instructions.

    - Offerors are required to submit proposals as delineated below:

        - Technical Proposal: The technical proposal must contain all of the necessary information to address the evaluation factors as set forth in the solicitation.

Note: The PBS Past Performance Questionnaire(s) are excluded from the page limitation. All other pages (including cover page), are included in the page limitation. All narrative pages in the technical proposal must be 8.5 inches by 11 inches. Org charts, schedules, and other information requiring larger sheets to accurately present information is allowed, but should be limited to just those pages.

        - Pricing Proposal: The Phase II proposal shall consist of a Price Proposal and a Small Business Participation Plan. The Price Proposal shall be submitted separately from the Phase II Technical Proposal and shall include the following:

- Price Proposal shall consist of:
- Signed SF 1442.
- Offer Sheet.
- Summary Pricing Tables for each CLIN.
- Uniformat II Level 3 detailed cost breakdown for each CLIN.
- If a non-PLA proposal is submitted, provide a separate Offer Sheet, Summary Pricing Tables, and Uniformat II Level 3 cost breakdown for the non-PLA proposal.

Issuance of Design Documents to Phase II Offerors

The Government will provide the Phase II Offerors the same design information simultaneously. The design package may include:

- Drawings
- Specifications
- Basis of Design documents
- Existing conditions reports
- Commissioning plans

All design documents released during Phase II shall be considered as a part of the solicitation requirements for proposal preparation purposes.

Electronic Submission:

The Technical and Price proposal must be submitted as separate Portable Document Format (PDF) attachments in an email. The proposal must be submitted to: robert.n.jackson@gsa.gov. Hard copy submissions will not be accepted.

NOTE: The Price Proposal must be separately bound from the Phase II Technical Proposal.

Qualifications, Exclusions and Conditions

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

(3) Additional Proposal Requirements - Project Labor Agreement (PLA) - Phase II

PLA Paired-Proposal Procedure. Each offeror must submit a PLA Price Proposal with a completed Contract Price Form. The PLA must meet RFO FAR 22.502-2(b) and FAR provision 52.222-33 and clause 52.222-34.

Offerors may, but are not required to, submit a Non-PLA Price Proposal for the same scope of work.

The two proposals must be identical except for the PLA and its direct effects on cost, schedule, or technical approach.

If the offer including the PLA is the best value, GSA will award at the Offeror's proposed price. If an offer not including a PLA is the best value, GSA will award at the Offeror's non-PLA price without FAR provision 52.222-33 and clause 52.222-34 included in the contract. Prior to making a best value determination, GSA will determine whether the price premium for use of a PLA is reasonable. If the price premium is reasonable, the evaluated PLA price will be used in the best value tradeoff. Because the evaluated price already considers the value of PLAs, no further credit will be given in the cost-technical tradeoff. The evaluated PLA price will be calculated by reducing the proposed PLA price by the lesser of 10% or $15 million. PLA price premiums in excess of the lesser of 10% or $15 million may be found non-reasonable. If the price premium is not reasonable, the non-PLA price will be used in the best value tradeoff.

Offerors that do not submit a PLA Price Proposal are ineligible for award.

II.E. Other Information to Submit with Proposal – Phases I and II

(1) Representations and Certifications - **Phase I**

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

(2) Small Business Participation Plan – **Phase II**. **This section is only applicable to large business Offerors.**

A Small Business Participation Plan, in accordance with FAR 52.219-9, is required to be submitted with offers. See Attachments for a model plan.

(3) Qualifications of Offerors – **Phase II**

Offerors submitting a proposal in response to this Solicitation shall submit with their proposal evidence of their financial responsibility and capacity to perform the Contract. Offerors shall submit this information on GSA Form 527 – Contractor's Qualifications and Financial

Information. Where applicable, point of contact, including names and telephone numbers, are required for all contracts listed.

(4) The Offeror must submit certification from a Certified Public Accountant that the Offeror maintains an accounting system in accordance with Generally Accepted Accounting Principles (GAAP). The certification shall confirm that the Offeror's accounting system is capable of supporting the requirements of this firm-fixed-price CMc contract, including, as applicable:

- Accounting records maintained in accordance with GAAP;
- Identification of costs associated with the contract;
- Distinction between direct and indirect costs for purposes of supporting proposal pricing, negotiation of the Final Construction Price, and contract administration;
- Labor charging practices sufficient to support proposed pricing, progress payments, and any other required supporting data.

The GAAP Certification must be provided from the accountant directly to the Government within 10 days of submission of a proposal

This requirement does not require the Offeror to maintain a Cost Accounting Standards-compliant accounting system. This procurement is exempt from CAS pursuant to 48 CFR 9903.201-1(b)(15), as implemented by GSA's GSAR Individual Deviation ID-2026-01.

(6) Proprietary Information Agreement(s) - **Phase II**

Offerors are advised that employees of the firm(s) identified below may require access to your firm's proprietary information in performing advisory and assistance services for the Government under separate contract. These individuals will be authorized access only to such information that is necessary to enable them to perform their respective duties. Such firm(s) are expressly prohibited from competing on the subject acquisition.

JACOBS ENGINEERING GROUP INC.
1100 N GLEBE RD STE 500
ARLINGTON, VA 22201-5785
Mark Kunberger - Client Account Manager
M:610.246.7379 | mark.kunberger@jacobs.com

SHALOM BARANES ASSOCIATES P C
1010 WISCONSIN AVE NW STE 900
WASHINGTON, DC 20007-3673
Melissa A. Hendrix, AIA, Senior Principal

mhendrix@sbaranes.com
T 202.342.2200 F 202.342.1569

PERKINS & WILL
1222 22ND STREET, SUITE 200
WASHINGTON, DC 20037
Amy Blonder, AICP, LEED ND - Federal Practice Leader - Associate Principal
Amy.Blonder@perkinswill.com
t +12026248375

Pursuant to FAR Part 9.505-4(b) (GSA Class Deviation RFO-2025-09), a contractor that gains access to proprietary information of other companies in performing advisory and assistance services for the Government must agree with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. The contracting officer must obtain copies of these agreements and ensure that they are properly executed. To expedite the evaluation process, each offeror must contact the above-listed firm(s) to effect execution of such an agreement prior to the submission of proposals. **Each offeror must submit copies of any such agreement(s) with their proposal.**

II.F. Requirements of Joint Venture Offerors (Teaming Agreements) - Phase I

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

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

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

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

III. General Provisions

III.A. Availability of Funds

Issuance of this Solicitation does not warrant that funds are presently available for award of a Contract. Award of the contract shall be subject to the availability of appropriated funds, and

the Government shall incur no obligation under this Solicitation in advance of such time as funds are made available to the Contracting Officer for the purpose of contract award.

III.B. Requests for Clarification or Interpretation

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

Requests for Information/Clarifications may be submitted using the below google intake form (click or copy and paste to your web browser):

https://docs.google.com/forms/d/e/1FAIpQLSe2t4VRCK164NwfgLpvwivBI2hkw5WcKt0ZgTTch0fYkLEBuA/viewform?usp=publish-editor

III.C. Notice to Small Business Firms

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

III.D. Information Concerning the Disclosure of Solicitation Results

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

III.E. Notice Concerning Preparation of Proposals

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

III.F. Bond Requirements

A bid guarantee (SF-24) will be required ninety **(90) calendar days prior to the exercise of the Final Construction Option for Construction Services**. The option award will require performance and payment bonds as specified in the Agreement. Offerors who utilize individual sureties should note the requirement for a certified, audited, financial statement for each person acting as an individual surety under clause FAR 52.228-1 Bid Guarantee and the requirements of clause FAR 52.228-11 Pledge of Assets.

The bid guarantee shall be submitted in accordance with Section III.F. of this solicitation. The amount of the bid guarantee shall be 20 percent of the Final Construction Price or $3,000,000, whichever is less.

III.G. Contractor Performance Information

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

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

(2) *CPARS Registration:* Each award requiring an evaluation must be registered in CPARS. The contractor will receive several automated emails. Within thirty days of award, the contractor will receive an email that contains user account information, as well as the applicable contract and order number(s) assigned. Contractors will be granted one user account to access all evaluations.

(3) *Contractor CPARS Training:* Contractors may sign up for CPARS training. A schedule of classes will be posted to the CPARS training site (CPARS Training) and updated as needed.

(4) *Contractor Representative (CR) Role*: All evaluations will be sent to the Contractor Representative (CR) named on your award. The CR will be able to access CPARS to review and comment on the evaluation. If your CR is not already

in the CPARS system, the contracting officer will request the name and email address of the person that will be responsible for the CR role on your award.

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

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

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

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

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

III.I. INFORM

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

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

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

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

B. Detailed Description of the INFORM Process

B.1. Component 1 - Notification of Award

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

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

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

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

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

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

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

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

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

B.3. Component 3 - Oral Feedback Meeting

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

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

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

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

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

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

IV. FAR/GSAR Solicitation Provisions

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

(a) Definitions. As used in this provision—

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

proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

(End of Provision)

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

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

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

__ (1) The Offeror certifies that–

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

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

control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in

which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

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

(d) Do not submit an offer unless—

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

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

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

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

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

(End of provision)

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

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

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

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

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

(End of provision)

Buy American Requirements

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

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

Caribbean Basin country construction material means a construction material that—

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

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

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

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

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

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

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

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

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

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

Cost of components means—

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

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

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

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

Designated country means any of the following countries:

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

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

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

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

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

Domestic construction material means—

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

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

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

(A)The cost of its components mined, produced, or manufactured in the United States exceeds 65 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

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

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

components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

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

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

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

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

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

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

Least developed country construction material means a construction material that-

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

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

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

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

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

WTO GPA country construction material means a construction material that-

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

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

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

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

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:
None.

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

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

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

(2) [Reserved]

(3) [Reserved]

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

(2) [Reserved]

(3) [Reserved]

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the

exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars)*
Item 1:			
Foreign construction material.	_____	_____	_____
Domestic construction material.	_____	_____	_____
Item 2:			
Foreign construction material.	_____	_____	_____
Domestic construction material.	_____	_____	_____

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

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

[*Include other applicable supporting information.*]

(End of clause)

52.225-12 Notice of Buy American Requirement-Construction Materials Under Trade Agreements (May 2014)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

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

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

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

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

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

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the

equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-

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

(ii) May be accepted if revised during negotiations.

(End of provision)

Buy American Exceptions

N/A

FAR 52.233-2 Service of Protest (NOV 2025) (GSA Class Deviation RFO-2025-33)
(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

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

(End of provision)

FAR 52.240-90 Security Prohibitions and Exclusions Representations and Certifications (NOV 2025) (GSA Class Deviation RFO-2025-09)
(a) Definitions. As used in this provision-—

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

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

Marginalized populations of Sudan means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

(b) Procedures.

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

(2) FASCSA Orders.

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

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

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

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

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

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

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

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

(f) Iran Representation and Certifications.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at

any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

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

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

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

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

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

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

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

(g) Disclosure.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

(End of provision)

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

Federal Acquisition Regulation

(End of Provision)

The following provisions are incorporated by reference:

NUMBER	TITLE	DATE
52.204-7 (GSA Class Deviation RFO-2025-04)	System for Award Management	NOV 2025
52.214-34	Submission of Offers in the English Language	APR 1991
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.219-4 (GSA Class Deviation RFO-2025-19)	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	NOV 2025

GSAR Clause 552.102 Incorporating Provisions and Clauses by Reference
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

GSAR 552.252-5 Authorized Deviations in Provisions (NOV 2021)(Deviation FAR 52.252-5)

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

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

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

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

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

Project Labor Agreement (PLA) (Only required if a PLA is incorporated into the award per the Paired Proposal Procedure)

FAR 52.222-33 (GSA Class Deviation RFO-2025-22) Notice of Requirement for Project Labor Agreement (Jan 2024)

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

(b) Offerors shall—

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

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

(c) The project labor agreement reached pursuant to this provision shall-

(1) Bind the Offeror and subcontractors engaged in construction on the construction project to comply with the project labor agreement;

(2) Allow the Offeror and all subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;

(3) Contain guarantees against strikes, lockouts, and similar job disruptions;

(4) Set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the term of the project labor agreement;

(5) Provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health; and

(6) Fully conform to all statutes, regulations, Executive orders, and agency requirements.

(d) Any project labor agreement reached pursuant to this provision does not change the terms of the resulting contract or provide for any price adjustment by the Government.

(e) The Offeror shall submit to the Contracting Officer a copy of the project labor agreement with its offer.

(End of Provision)

FAR 52.222-33 (GSA Class Deviation RFO-2025-22) Notice of Requirement for Project Labor Agreement (Jan 2024) Alternate I (Jan 2024)

As prescribed in 22.505 (a)(2), substitute the following paragraphs (b) and (e) for paragraphs (b) and (e) of the basic provision.
(b) The apparent successful offeror shall—

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

(e) The apparent successful offeror shall submit to the Contracting Officer a copy of the project labor agreement prior to contract award.

The requirements of 52.222-33 Alt I (GSA Class Deviation RFO-2025-22) are supplemented as follows:

(a) The project labor agreement reached pursuant to FAR 52.222-33 Alt I shall supersede the terms of any other collective bargaining agreement that conflict with the terms of such project labor agreement.

(b) Within 30 days following receipt of written notification to the apparent successful offeror by the Contracting Officer, the apparent successful offeror shall furnish the Contracting Officer with a copy of an executed project labor agreement that meets the requirements of this Section. If, for any reason, the apparent successful offeror fails to furnish such project labor agreement within the time stated above, the Government may, in its sole discretion, eliminate the proposal from consideration and select the next apparent successful offeror.

Additional Provisions

N/A

V. Instructions to Offerors and Clauses

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) The RFP number;

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

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

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

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

(3)(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the RFP by the time specified in the RFP. If no time is specified in the RFP, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.(ii)(A) Any proposal, modification, or revision received at the Government office designated in the RFP after the

exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

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

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

(End of provision)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

Covered telecommunications equipment or services means—

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

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

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

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

Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Of that equipment; or

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

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

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

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

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

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

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

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

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

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

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

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

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

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

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

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

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

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Prohibition. The Contractor is prohibited from—

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

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

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

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

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

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

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

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

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

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

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

(2) Office of Foreign Assets Control Restrictions.

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

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

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at

https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

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

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

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

(4) Iran prohibitions.

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

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

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

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

(e) Governmentwide exclusion and removal orders.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services

produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

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

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

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

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

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

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

(g) Removal of prohibited products and services. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) General report.

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

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

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

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

manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

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

(i) New FASCSA orders report.

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

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

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

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

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

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

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

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

(End of clause)

V.C. FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026) (GSA Class Deviation RFO-2025-22)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

(End of clause)

V.D FAR 52.244-5, Competition in Subcontracting (AUG 2024)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

V.E. Security Requirements

See Scope of Work for Technology/ Information Technology Security Requirements.

V.F. Government's Right to Exercise Options

(i) GSAR 552.236-74, Evaluation of Options (Mar 2019)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

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

(a) The Government may exercise any option in writing in accordance with the terms and conditions of the contract prior to May 30, 2027.

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

V.G. Additional Clauses

N/A

VI. Method of Award

VI.A. Evaluation of Offers

(1) The Government will award a contract resulting from this Solicitation to the responsible Offeror whose offer conforming to the Solicitation will be the best value to the Government,

Total Evaluated Price and other factors considered. In addition to Total Evaluated Price, the following non-price factors shall be used to evaluate offers:

Factor Number	Factor Description	Order of Importance
Phase 1		
Factor 1	Key Personnel	2
Factor 2	Past Performance	3
Factor 3	Prior Technical Experience	4
Phase 2		
Factor 4	Management and Technical Approach - Design Phase Services and Construction Phase Services	1
Factor 5	Small Business Utilization Plan	5
	Project Price Proposal	

(2) Technical factors are listed in order of descending importance by phase. For the overall best value tradeoff evaluation, Factor 4 is significantly more important than Factors 1, 2, 3 and 5. The Project Price Proposal is not a technical factor but will be evaluated in Phase II. Non-Price Factors, when combined, are significantly more important than Total Evaluated Price.

If any one factor receives a rating of “Marginal” the entire proposal must be rated “Marginal”. If any one factor receives a rating of “Unacceptable” the entire proposal must be rated “Unacceptable”.

If a proposal receives an overall rating of “Marginal” and discussions are not conducted or, such a rating is assigned after receipt of final proposals, the proposal shall be deemed “Unacceptable”.

(3) Tradeoff Information:

The trade-off process considers each proposal’s total evaluated price and the discriminators in the non-cost evaluations as indicated by each proposal's strengths, weaknesses, and risks. The trade-off process is a subjective process, in that it

requires the Source Selection Authority / Procuring Contracting Officer (SSA/PCO) to exercise reasonable business judgment.

After all of the evaluations have been completed, the SSA/PCO will consider the evaluations of all Factors to determine which Offerors submitted the proposals that represent the “Best Value” to the Government for this project. The differences in light of the relative importance of each evaluation factor of the competing Offeror shall determine which proposal represents the “Best Value” to the Government. This will form the basis of the SSA/PCO’s final source selection determination.

Price will be evaluated by the Government to judge the value of Contract work based on the quality of services to be furnished, and the perceived benefit of the higher priced proposal shall merit the additional cost.

PLA Best Value Tradeoff Procedure:

If the offer including the PLA is the best value, GSA will award at the offeror's proposed price.

If an offer not including a PLA is the best value, GSA will award at the offeror’s non-PLA price without FAR provision 52.222-33 and clause 52.222-34 included in the contract.

Prior to making a best value determination, GSA will determine whether the price premium for use of a PLA is reasonable.

If the price premium is reasonable, the evaluated PLA price will be used in the best value tradeoff.

Because the evaluated price already considers the value of PLAs, no further credit will be given in the cost-technical tradeoff.

The evaluated PLA price will be calculated by reducing the proposed PLA price by the lesser of 10% or $15 million.

PLA price premiums in excess of the lesser of 10% or $15 million may be found non-reasonable.

If the price premium is not reasonable, the non-PLA price will be used in the best value tradeoff.

VI.B. Determination of Responsibility

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

VI.C. Price Analysis and Price Realism Analysis

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

(2) In addition, the Contracting Officer will use Price Realism Analysis for the purpose of assessing, among others, whether an offeror's price reflects a lack of understanding of the contract requirements or risk inherent in an offeror's proposal. Accordingly, Offerors are advised that a business decision to submit significantly low pricing will be considered as reflecting on their understanding or the risk associated with their proposals. Price Realism Analysis will **not** be used for the purpose of determining the probable cost to the Government.

VI.D. Unbalanced Prices

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

VI.E. Total Evaluated Price

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

Total Evaluated Price shall be calculated using the prices indicated in the Price Proposal, using the following formula:

Please refer to the price form that will be provided during Phase II.

VI.F. Non-Price Factors

Refer to Section II.C

VI.G. Evaluation of Joint Venture Offerors (Teaming Agreements)

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

Agreement - CMc

GSA Headquarters Reanimation

Solicitation No.: 47PB5426R0007

1800 F St, NW Washington, DC 20006

Construction Manager as Constructor (CMc) Contract for: GSA Headquarters Reanimation

The Agreement

Table of Contents

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

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

III. Terms and Conditions
- A. Definitions
- B. Contractor Responsibilities
- C. Contractor Management and Personnel
- D. Project Schedule
- E. Submittals
- F. Finality of Contract Modifications
- G. Liquidated Damages
- H. Insurance Requirements
- I. Performance and Payment Bonds
- J. Order of Precedence
- K. Administrative Matters
- L. Non-Compliance with Contract Requirements
- M. Requirements for GSA Information Systems
- N. Additional Terms and Conditions

IV. Contract Clauses
- A. Clauses Incorporated in Full Text
  1. 552.236-79 Construction-Manager-As-Constructor (GSAR DEVIATION).
  2. GSAR 552.236-80 Accounting Records and Progress Payments
  3. FAR 52.223-2 Reporting of Biobased Products Under Service and Construction Contracts (GSA Class Deviation RFO-2025-23)
  4. FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items
  5. GSAR 552.204-9 Personal Identity Verification Requirements (APR 2023)
  6. GSAR 552.252-6 Authorized Deviations in Clauses
  7. Buy American Requirements

8. FAR 52.228-11, Pledges of Assets
9. FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors
10. Project Labor Agreement
11. FAR 52.244-5, Competition in Subcontracting
12. 52.222-90 Addressing DEI Discrimination by Federal Contractors
13. Additional Clauses

B. Clauses Incorporated by Reference

C. Subcontract Requirements

I. Project Information

I.A. Project Summary

This is a Construction Manager as Constructor (CMc) Contract, and includes requirements for the Design Phase Services and the option(s) for Construction Services at a Final Construction Price Option.

The U.S. General Services Administration (GSA), Public Buildings Service (PBS), Acquisition Project Delivery – Capital Construction Division, is seeking construction services for the reanimation of the GSA Headquarters Building at 1800 F Street, NW, Washington, DC (hereinafter "1800F"). 1800F was listed on the National Register of Historic Places in 1986, recognizing its architectural and federal government significance. 1800F currently supports GSA, including GSA's PBS, which manages federal real estate and facilities, and its Federal Acquisition Services (FAS), which supports customers across the entire federal enterprise by providing acquisition solutions, contracts, and shared services.

The project seeks to transform the historic building from a series of incremental renovations into a long-term, adaptable federal asset that will provide the opportunity for two agencies, GSA and the U.S. Office of Personnel Management (OPM), to co-locate and reimagine what is possible in a shared headquarters. The primary objective is to complete the modernization investment, enhance building performance, and ensure the space can adapt to future workforce and multi-tenant requirements. This project is positioned as a significant effort for GSA to not only upgrade its headquarters infrastructure but also to set a new standard for a modern, adaptable federal workplace.

I.B. The Contract

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

(2) The Construction Documents, as that term is defined in this Agreement, shall be deemed incorporated into the Contract Documents upon acceptance of all deliverables described in the Design Phase Services Statement of Work, and shall supersede and replace all Specifications and Drawings contained in the Contract Documents at award of the Contract.

(3) In consideration for, and upon condition of, the Contractor's completion of the Design Phase Services, GSA shall pay the Contractor the firm-fixed-price for Design Phase Services, subject to the terms and conditions set forth in this Contract. If the

Final Construction Price Option is exercised, then the Contractor shall be required to complete the Construction Services. In consideration for completion of the Construction Services under the Final Construction Price Option, the Contractor shall be entitled to the allowable cost of performance not to exceed the Final Construction Price, subject to the terms and conditions set forth in this Contract.

(4) The construction work includes all construction work on the project, including the Work performed under the Final Construction Price Option, any firm-fixed-price options, or any Contract modifications for construction work. Any construction work performed under this Contract includes all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution of the construction work described in and reasonably inferable from the Contract Documents, whether temporary or permanent.

I.C. Period of Performance

(1) Design Phase Services

(a) *Commencement of Design Phase Services.* The Contractor shall commence performance of the Design Phase Services within 10 days after the Contractor receives the Notice to Proceed (NTP).

(b) *Completion of Design Phase Services*. Design Phase Services shall be complete upon acceptance of all deliverables required by the Design Phase Services Statement of Work.

(2) Construction Services (the Work)

(a) *Commencement of the Work.* If the Government exercises the Final Construction Price Option, the Contractor shall commence performance of the construction within 10 days after the Contractor receives the Notice to Proceed (NTP) for the Work.

(b) *Substantial Completion.* If the Government exercises the Final Construction Price Option the Contractor shall achieve Substantial Completion of the Construction Phase Work, as that term is defined in this Agreement, no later than__calendar days from issuance of Notice to Proceed (NTP)) for the Work.

(3) *Contract Completion.* If the Government exercises the Final Construction Price Option, the Contractor shall achieve Contract Completion, as the term is defined in this Agreement, within 60 calendar days of Substantial Completion.

I.D. Work Conditions/Site Requirements

Refer to Division 1 specification for further guidance.

I.E. Authorized Representatives

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

Authorized Representative Information:
Contracting Officer's Information
Name: Robert Jackson - PQAC
Address: 1900 E ST. Washington, DC. 20405
Telephone: Not Provided
Email: robert.n.jackson@gsa.gov

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

I.F. Contract Liquidated Damages Rate

In accordance with GSAR 552.211-12, Liquidated Damages – Construction in Section IV of this Agreement, liquidated damages shall be calculated at the rate of $30,046 per calendar day.

I.G. Buy American Exceptions

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

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

The following documents are incorporated by reference into this Contract.

(1) 1800 F Master Attachment List. Please see this Master Attachment List for a complete list of all technical documents included with this Request for Proposal

(2) The Statement of Work, Division 1 Specifications, Draft Concept Design, and other drawings and exhibits to be determined.

(3) Small Business Subcontracting Plan, Dated (TBD)

II. Prices

II.A. Basis of Pricing

(1) *Contract Prices*. All Contract prices set forth in this Section include all costs, including, but not limited to the cost of work performed by subcontractors and consultants, indirect costs, fees, expenses, taxes, and profit, necessary to complete the Design Phase Services (Base Contract), and firm-fixed-price options for construction work, if any, in accordance with the Contract Documents. For pricing information regarding the Final Construction Price Option, see Paragraph IV.A., *Construction Manager as Constructor (CMc) Final Construction Price*.

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

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

(4) *Firm-fixed-price Options.* If any portion of the construction work is to be performed upon the timely exercise of a firm-fixed-price option, the option price shall include all costs of coordinating and incorporating such work into the remaining construction work. An adjustment to the Contract price for such additional work shall be computed solely on the basis of the option price or prices set forth herein.

(5) *Work Packages*. The Contractor and the Government may agree to develop early work packages for construction work that stand alone from the remainder of the Work. The Parties must agree bilaterally to the scope, schedule and pricing for any such work package, and the Contract shall be modified accordingly.

(6) *Bid Rates*. If this Contract includes Bid Rates to be used in determination of equitable adjustments (e.g., overhead, profit, daily rates for time-related costs), such rates shall be deemed to include all costs recoverable as components of an equitable adjustment consistent with the requirements, definitions, and exclusions applicable to

equitable adjustments set forth in this Contract, and consistent with the Contractor's cost accounting practices. Unless otherwise specified, the bid rates shall be deemed to include only the Contractor's costs, and not the costs of any subcontractors.

II.B. Contract Price Form

Refer to Price Form for Phase II.

III. Terms and Conditions

III.A. Definition*s*

(1) "Design Phase" means the phase of the Project during which the design is developed and completed.

(2) "Design Phase Services" means design phase construction management services, constructability reviews and other related services as described in the Statement of Work.

(3) "Construction Documents" mean the 100% complete specifications and construction drawings developed during the Design Phase.

(4) "Work" means the Construction Services under the Final Construction Price Option.

III.B. Contractor Responsibilities

Commencement, Prosecution, and Completion of Work

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

Upon exercise of the Final Construction Price Option or issuance of a modification commencing construction work, the Contractor shall not commence performance until the Contracting Officer has issued NTP for the Work. The Contractor shall diligently prosecute the construction work so as to achieve Substantial Completion, as defined in GSAR 552.211-70, Substantial Completion (Mar 2019) and within the time specified in Paragraph I.C. of the Agreement. If this Contract specifies different completion dates for different phases or portions of the construction work, the Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of such phases or portions of the Work within the times specified.

The Contractor shall be liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor’s negligent performance of

services furnished under this Contract. Neither the Government's review or acceptance of, nor payment for, the design services required under this Contact shall be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.

III.C. Contractor Management and Personnel

FAR 52.236-6, Superintendence by the Contractor (GSA Class Deviation RFO-2025-36), and GSAR 552.236-6, Superintendence by the Contractor located in Section IV.A. of this Agreement is supplemented as follows

(1) The Contractor shall designate a principal of the firm or other senior management official to provide executive oversight and problem resolution resources to the Project for the entire life of the Contract, including the Final Construction Price Option.

III.D. Project Schedule

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

(1) The Contractor shall develop a Design Phase Project Schedule to plan, coordinate, and perform the services during the design phase. This schedule shall be produced using widely used, commercially available computer software such as Microsoft Project,®. The schedule will be coordinated with the Architect's schedule of design submissions and show milestones for completion of Design Reviews and cost reconciliation.

(2) The Contractor shall use a Critical Path Method ("CPM") Construction Project Schedule to plan, coordinate, and perform the Work under the Final Construction Price Option. The Construction Project Schedule shall be produced using widely used, commercially available computer software that is capable of generating and monitoring a CPM schedule and is compatible with Meridian Proliance.® For example, compatible software includes Microsoft Project,® Primavera P6. The contractor shall submit the Project Schedule both electronic and hardcopy print format.

III.E. Submittals

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

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

III.F. Finality of Contract Modifications

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

III.G. Liquidated Damages

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

III.H. Insurance Requirements

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

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

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

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

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

III.I. Performance and Payment Bonds

FAR 52.228-15, Performance and Payment Bonds – Construction, is supplemented as follows:

(1) "Original Contract Price" means the Final Construction Price Option established at award of this Contract.

(2) The Contractor shall furnish required performance and payment bonds within 14 days of exercise of the Final Construction Price Option.

(3) Receipt by the Government of required performance and payment bonds is a condition precedent to issuance of the NTP.

III.J. Order of Precedence

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

(1) Section IV of the Agreement

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

(3) The Statement of Work

(4) The Specifications

(5) The Drawings

(6) Exhibits and Other Attachments

III.K. Administrative Matters

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

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

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

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

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

(i) Updated Schedule of Values upon which the payment request is based;

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

(iii) The payment terms that apply for the particular services rendered

(iv) Additional documentation: N/A

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

(a) Progress Payments: 14 days

(b) Subsequent Subcontractor Payments: 7 days

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

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

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

(b) To obtain an EOD determination, Contractor shall submit for all such personnel fingerprints on Form SF87 and a completed Contractor Information Worksheet (CIW). Detailed information is available at GSA Access Card. USAccess Credentialing Centers can be located at US Access Centers.

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

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

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

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

imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination, or authorized GSA employees may mark the documents.

1. Authorized recipients.

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

b. All GSA personnel and contractors must be provided CUI building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.

2. Dissemination of CUI building information:

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

b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic

forms of CUI building information include paper documents, photographs, and film, among other formats.

i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt. CUI markings must not appear on the exterior of packages.

ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.

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

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

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

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

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

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

[End of clause]

III.L. Non-Compliance with Contract Requirements

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

III.M. Requirements for GSA Information Systems

See Scope of Work for Technology/ Information Technology Security Requirements.

IIII.N. Additional Terms and Conditions

(i) GSAR 552.236-74, Evaluation of Options (Mar 2019)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

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

(a) The Government may exercise any option in writing in accordance with the terms and conditions of the contract prior to May 30, 2027

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

IV. Contract Clauses

IV.A. Clauses Incorporated in Full Text

1. 552.236-79 Construction-Manager-As-Constructor (GSAR DEVIATION).

As prescribed in 536.7105(a), insert the following clause:

Construction-Manager-As-Constructor (JULY 2026)(GSAR Deviation)

(a) Definitions. The following definitions shall apply to this clause:

"Construction Ceiling Price" means the maximum amount the Government will pay for the construction option, set at contract award as a result of adequate price competition, inclusive of cost and profit.

"Early Work Package" means a set of construction activities taking place prior to exercise of the construction option that can be clearly defined and separately performed from the remainder of the construction work. Demolition is an example of an Early Work Package.

"Final Construction Price" means the firm-fixed-price negotiated at construction option exercise, inclusive of cost and profit.

(b) Construction Ceiling Price.

(1) The construction contractor must identify in the proposal the cost and profit associated with the Construction Ceiling Price.

(2) The Construction Ceiling Price is established at contract award as one or multiple optional line items.

(3) The identified cost and profit are incorporated into the contract at award.

(4) The Construction Ceiling Price may be adjusted for changes to the scope of the construction services, and any other conditions giving rise to entitlement to an adjustment under this contract in accordance with relevant clauses in this contract (e.g., changes, differing site conditions, suspension of work). Except as may be otherwise provided in the relevant clause(s), such adjustments will be made through a bilateral modification.

(c) Final Construction Price.

(1) The Contracting Officer will notify the contractor when the project reaches sufficient design completion and the Contractor must submit a proposed Final Construction Price.

(2) The Final Construction Price must not exceed the Construction Ceiling Price. The Final Construction Price must include sufficient supporting data for evaluation, including cost and profit. The Contracting Officer may also require other than certified cost or pricing data.

(3) If both parties agree, the Final Construction Price will be incorporated into the contract by bilateral modification exercising the construction option.

(4) If the parties do not reach agreement on the Final Construction Price, the Government will not exercise the construction option. This is not a dispute under FAR clause 52.233-1.

(d) Administration. Once exercised at the Final Construction Price, the construction option is administered as a firm-fixed-price construction contract, subject to relevant clauses in this contract (e.g., changes, differing site conditions, suspension of work, accounting records and progress payments).

(e) Early Work Packages. Early Work Packages must be firm-fixed-price and must not be included in the Construction Ceiling Price. If an Early Work Package adjusts the scope of the construction option, the Construction Ceiling Price will be adjusted by bilateral modification.

(End of clause)

(End of clause)

2. GSAR 552.236-80, Accounting Records and Progress Payments (JAN 2020)

(a) The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this contract. The Contractor's accounting and control systems shall meet Generally Accepted Accounting Principles (GAAP) and provide for the following:

(1) There is proper segregation of direct costs and indirect costs.

(2) There is proper identification and accumulation of direct costs by contract.

(3) There is a labor time distribution system that charges direct and indirect labor appropriately.

(b) The Contractor shall afford access to and shall permit any authorized representatives of the Government to audit, examine and copy any records, documents, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to this contract. Records subject to audit, examination, and copying shall include those records

necessary to evaluate and verify all direct and indirect costs, including overhead and payroll tax and fringe benefit allocations, as they may apply to costs associated with the contract. The Contractor shall preserve these records for a period of three years after the final payment, or for such longer period as may be required by law.

(c) The records identified in paragraphs (b) of this clause shall be subject to inspection and audit by the Government or its authorized representative for, but not limited to, evaluating and verifying:

(1) Contractor compliance with contract requirements;

2) Compliance with pricing change orders, invoices, applications for payment, or claims submitted by the contractor or any of its subcontractors at any tier, including vendors and suppliers.

(d) If requested by the Government, the Contractor shall promptly deliver to the Government or its designee copies of all records related to the contract, in a form acceptable to the Government. The Contractor shall provide to the Government or its authorized representative such records maintained in an electronic format in a computer readable format on data disks or suitable alternative computer data exchange formats.

(e) The Government shall have access to the Contractor's facilities, shall be allowed to interview all current and former employees to discuss matters pertinent to the contract, and shall be provided adequate work space, in order to conduct audits and examinations.

(f) If any audit or examination of the Contractor's records discloses total findings resulting in overpricing or overcharges by the Contractor to the Government in excess of one-quarter percent of the total contract billings, the Contractor shall immediately reimburse the Government for the overcharges. The Contractor shall also reimburse the Government for the costs of the audit unless otherwise agreed to by the Government and the Contractor.

(g) The Government shall be entitled to audit all modifications, including lump-sum modifications, to determine whether the proposed costs, as represented by the Contractor and any of its subcontractors, are in compliance with the contract. If it is determined that the costs proposed under a modification, including lump-sum modifications, are not in compliance with the contract, the Government reserves the right to adjust the amount previously approved and included in the modification.

(h) If the Contractor fails to comply with any conditions in this clause, the Contracting Officer may retain a maximum of 10 percent of the amount of each payment request submitted until such deficiencies are corrected.

(i) These requirements regarding accounting records shall not mitigate, lessen nor change any other requirements in the contract regarding audits, payment submissions, records, or records retention.

(j) The contractor agrees to incorporate the substance of this clause in all subcontracts under this contract.

(End of clause)

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

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

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

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

(b) *Requirement*. The Contractor shall—

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

(2) Submit this report no later than—

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

(ii) At the end of contract performance.

(End of clause)

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

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

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

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

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

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

(2) Submit this estimate to the Contracting Officer.

(End of Clause)

5. GSAR 552.204-9 Personal Identity Verification Requirements (APR 2023)

(a) The Contractor shall comply with GSA personal identity verification requirements, identified in ADM 2181.1 GSA HSPD-12 Personal Identity Verification and Credentialing, and Background Investigations for Contractor Employees, if Contractor employees require access to GSA controlled facilities or information systems to perform contract requirements. The Contractor can find the CIO policy and additional information at https://www.gsa.gov/resources/for-federal-employees/access-gsa-facilities-and-systems-with-a-piv-card.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have access to a GSA-controlled facility or access to a GSA-controlled information system.

(End of clause)

6. GSAR 552.252-6 Authorized Deviations in Clauses (NOV 2021) (Deviation FAR 52.252-6)

(a) Deviations to FAR clauses. This solicitation or contract identifies any authorized deviation to a Federal Acquisition Regulation (FAR) (48 CFR chapter 1) clause by—

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

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

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

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

7. Buy American Requirements

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

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

Caribbean Basin country construction material means a construction material that—

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

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

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

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

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

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

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

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

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

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

Cost of components means—

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

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

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

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

Designated country means any of the following countries:

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

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

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

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

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

Domestic construction material means—

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

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

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

(A)The cost of its components mined, produced, or manufactured in the United States exceeds 65 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

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

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

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

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

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the

application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

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

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

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

Least developed country construction material means a construction material that-

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

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

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

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

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

WTO GPA country construction material means a construction material that-

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

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

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

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

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows: **None.**

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

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

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

(2) [Reserved]

(3) [Reserved]

(B) *For domestic construction material that is a critical item or contains critical components.(1)* The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American

statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) [Reserved]

(3) [Reserved]

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars)*
Item 1:			

Foreign construction material.	_____	_____	_____
Domestic construction material.	_____	_____	_____

Item 2:

Foreign construction material.	_____	_____	_____
Domestic construction material.	_____	_____	_____

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

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

[*Include other applicable supporting information.*]

(End of clause)

8. FAR 52.228-11, Pledges of Assets (FEB 2021)

(a) The Contractor shall obtain from each person acting as an individual surety on a performance bond or a payment bond—

(1) A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203-1; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) The Contracting Officer may release a portion of the security interest on the individual surety's assets based upon substantial performance of the Contractor's obligations under its performance bond. The security interest in support of a performance bond shall be maintained—

(1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 (40 U.S.C. 3131). Until completion of any warranty period, or for 1 year following final payment, whichever is later.

(2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.

(3) Other contracts not subject to the requirements of paragraph (b)(1) of this clause. Until completion of any warranty period, or for 90 days following final payment, whichever is later.

(c) A surety's assets pledged in support of a payment bond may be released to a subcontractor or supplier upon Government receipt of a Federal district court judgment, or a sworn statement by the subcontractor or supplier that the claim is correct along with a notarized authorization of the release by the surety stating that it approves of such release. The security interest on the individual surety's assets in support of a payment bond shall be maintained—

(1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 which require performance and payment bonds (40 U.S.C. 3131). For 1 year following final payment, or until resolution of all pending claims filed against the payment bond during the 1-year period following final payment, whichever is later.

(2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.

(3) Other contracts not subject to the requirements of paragraph (c)(1) of this clause. For 90 days following final payment.

(d) The Contracting Officer may allow the Contractor to substitute an individual surety, for a performance or payment bond, after contract award. The Contractor shall comply with the requirements of paragraph (a) of this clause within the timeframe established by the Contracting Officer.

(End of clause)

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

(a) (1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required

under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

10. Project Labor Agreement (PLA) (Only required if a PLA proposal is awarded per the Paired Proposal Procedure)

FAR 52.222-33 (GSA Class Deviation RFO-2025-22) Notice of Requirement for Project Labor Agreement (Jan 2024)

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

(b) Offerors shall—

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

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

(c) The project labor agreement reached pursuant to this provision shall-

(1) Bind the Offeror and subcontractors engaged in construction on the construction project to comply with the project labor agreement;

(2) Allow the Offeror and all subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;

(3) Contain guarantees against strikes, lockouts, and similar job disruptions;

(4) Set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the term of the project labor agreement;

(5) Provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health; and

(6) Fully conform to all statutes, regulations, Executive orders, and agency requirements.

(d) Any project labor agreement reached pursuant to this provision does not change the terms of the resulting contract or provide for any price adjustment by the Government.

(e) The Offeror shall submit to the Contracting Officer a copy of the project labor agreement with its offer.

(End of Provision)

FAR 52.222-33 (GSA Class Deviation RFO-2025-22) Notice of Requirement for Project Labor Agreement (Jan 2024) Alternate I (Jan 2024)

As prescribed in 22.505 (a)(2), substitute the following paragraphs (b) and (e) for paragraphs (b) and (e) of the basic provision.
(b) The apparent successful offeror shall—

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

(e) The apparent successful offeror shall submit to the Contracting Officer a copy of the project labor agreement prior to contract award.

The requirements of 52.222-33 Alt I (GSA Class Deviation RFO-2025-22) are supplemented as follows:

(a) The project labor agreement reached pursuant to FAR 52.222-33 Alt I shall supersede the terms of any other collective bargaining agreement that conflict with the terms of such project labor agreement.

(b) Within 30 days following receipt of written notification to the apparent successful offeror by the Contracting Officer, the apparent successful offeror shall furnish the Contracting Officer with a copy of an executed project labor agreement that meets the requirements of this Section. If, for any reason, the apparent successful offeror fails to furnish such project labor agreement within the time stated above, the Government may, in its sole discretion, eliminate the proposal from consideration and select the next apparent successful offeror.

11. FAR 52.244-5, Competition in Subcontracting (AUG 2024)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the DoD Mentor-Protégé Program (10 U.S.C. 4902), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

(End of clause)

12. FAR 52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026) (GSA Class Deviation RFO-2025-22)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

(End of clause)

13. Additional Clauses

52.222-6 Construction Wage Rate Requirements

Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Method) (Aug 2018)

(a) The wage determination issued under the Construction Wage Rate Requirements statute by the Administrator, Wage and Hour Division, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b) The Contracting Officer will make no adjustment in contract price, other than provided for elsewhere in this contract, to cover any increases or decreases in wages and benefits as a result of-

(1) Incorporation of the Department of Labor’s wage determination applicable at the exercise of the option to extend the term of the contract;

(2) Incorporation of a wage determination otherwise applied to the contract by operation of law; or

(3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Construction Wage Rate Requirements statute.

(End of clause)

IV.B. Clauses Incorporated by Reference

(1) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of a clause may also be accessed electronically at this address:

Federal Acquisition Regulation

(End of Clause)

(2) The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

NUMBER	TITLE	DATE
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct (Applies if the value of the contract is expected to exceed $6 million and the performance period is 120 days or more.)	NOV 2021
52.203-14	Display of Hotline Poster(s) (Applies if Contract is Greater than $6 Million)	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	NOV 2023

NUMBER	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10 (GSA Class Deviation RFO-2025-04)	Reporting Executive Compensation and First-Tier Subcontract Awards	NOV 2025
52.204-13 (GSA Class Deviation RFO-2025-04)	System for Award Management Maintenance	NOV 2025
52.204-14 (GSA Class Deviation RFO-2025-04)	Service Contract Reporting Requirements (Applies to contracts estimated total value of $500,000 or greater)	NOV 2025
52.204-19	Incorporation by Reference of Representations and Certifications	JAN 2025
52.209-6 (GSA Class Deviation RFO-2025-09)	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment or Voluntarily Excluded	NOV 2025
52.209-9 (GSA Class Deviation RFO-2025-09)	Updates of Publicly Available Information Regarding Responsibility Matters	NOV 2025
52.209-10 (GSA Class Deviation RFO-2025-09)	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2025
52.211-12	Liquidated Damages—Construction (If Applicable)	SEP 2000
52.211-13	Time Extensions	SEP 2000
52.215-2 (GSA Class Deviation RFO-2025-15)	Audit and Records-Negotiation	NOV 2025
52.215-10	Price Reduction for Defective Cost or Pricing Data	AUG 2011
52.215-11 (GSA Class Deviation RFO-2025-15)	Price Reduction for Defective Cost or Pricing Data—Modifications	NOV 2025
52.215-12 (GSA Class Deviation RFO-2025-15)	Subcontractor Cost or Pricing Data	NOV 2025
52.215-13 (GSA Class Deviation RFO-2025-15)	Subcontractor Cost or Pricing Data—Modifications	NOV 2025
52.215-15 (GSA Class Deviation RFO-2025-15)	Pension Adjustments and Asset Reversions	NOV 2025
52.215-17 (GSA Class Deviation RFO-2025-15)	Waiver of Facilities Capital Cost of Money	NOV 2025

NUMBER	TITLE	DATE
52.215-18 (GSA Class Deviation RFO-2025-15)	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	NOV 2025
52.219-8 (GSA Class Deviation RFO-2025-19)	Utilization of Small Business Concerns	NOV 2025
52.219-9 (GSA Class Deviation RFO-2025-19)	Small Business Subcontracting Plan	NOV 2025
52.219-16 (GSA Class Deviation RFO-2025-19)	Liquidated Damages – Subcontracting Plan	NOV 2025
52.219-28 (GSA Class Deviation RFO-2025-19)	Post-Award Small Business Program Rerepresentation	NOV 2025
52.222-3 (GSA Class Deviation RFO-2025-22)	Convict Labor	NOV 2025
52.222-4 (GSA Class Deviation RFO-2025-22)	Contract Work Hours and Safety Standards—Overtime Compensation	NOV 2025
52.222-6 (GSA Class Deviation RFO-2025-22)	Construction Wage Rate Requirements	NOV 2025
52.222-7 (GSA Class Deviation RFO-2025-22)	Withholding of Funds	NOV 2025
52.222-8 (GSA Class Deviation RFO-2025-22)	Payrolls and Basic Records	NOV 2025
52.222-9 (GSA Class Deviation RFO-2025-22)	Apprentices and Trainees	NOV 2025
52.222-10 (GSA Class Deviation RFO-2025-22)	Compliance with Copeland Act Requirements	NOV 2025
52.222-11 (GSA Class Deviation RFO-2025-22)	Subcontracts (Labor Standards)	NOV 2025
52.222-12	Contract Termination—Debarment	MAY 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14 (GSA Class Deviation RFO-2025-22)	Disputes Concerning Labor Standards	NOV 2025
52.222-15 (GSA Class Deviation RFO-2025-22)	Certification of Eligibility	NOV 2025
52.222-35	Equal Opportunity for Veterans	NOV 2025

NUMBER	TITLE	DATE
(GSA Class Deviation RFO-2025-22)		
52.222-36 (GSA Class Deviation RFO-2025-22)	Equal Opportunity for Workers with Disabilities	NOV 2025
52.222-37 (GSA Class Deviation RFO-2025-22)	Employment Reports on Veterans	NOV 2025
52.222-40 (GSA Class Deviation RFO-2025-22)	Notification of Employee Rights Under the National Labor Relations Act	NOV 2025
52.222-50 (GSA Class Deviation RFO-2025-22)	Combating Trafficking in Persons	NOV 2025
52.222-54 (GSA Class Deviation RFO-2025-22)	Employment Eligibility Verification	NOV 2025
52.222-55 (GSA Class Deviation RFO-2025-22)	Minimum Wages for Contractor Workers Under Executive Order 14026	NOV 2025
52.222-62 (GSA Class Deviation RFO-2025-22)	Paid Sick Leave Under Executive Order 13706	NOV 2025
52.223-3 (GSA Class Deviation RFO-2025-23)	Hazardous Material Identification and Material Safety Data Alternate I	OCT 2025
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-23 (GSA Class Deviation RFO-2025-23)	Sustainable Products and Services	OCT 2025
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR1984
52.226-7	Drug-Free Workplace	MAY 2024
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright	JUN 2020
52.227-4	Patent Indemnity—Construction Contracts	DEC 2007

NUMBER	TITLE	DATE
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance—Work on a Government Installation	JAN 1997
52.228-12	Prospective Subcontractor Requests for Bonds	DEC 2022
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds—Construction	JUN 2020
52.229-3 (GSA Class Deviation RFO-2025-29)	Federal, State, and Local Taxes	NOV 2025
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-23	Assignment of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	OCT 2018
52.233-1 (GSA Class Deviation RFO-2025-33)	Disputes	NOV 2025
	Alternate I	NOV 2025
52.233-3 (GSA Class Deviation RFO-2025-33)	Protest after Award	NOV 2025
52.233-4 (GSA Class Deviation RFO-2025-33)	Applicable Law for Breach of Contract Claim	NOV 2025
52.236-2 (GSA Class Deviation RFO-2025-36)	Differing Site Conditions	NOV 2025
52.236-3 (GSA Class Deviation RFO-2025-36)	Site Investigation and Conditions Affecting the Work	NOV 2025
52.236-5 (GSA Class Deviation RFO-2025-36)	Material and Workmanship	NOV 2025

NUMBER	TITLE	DATE
52.236-6 (GSA Class Deviation RFO-2025-36)	Superintendence by the Contractor	NOV 2025
52.236-7 (GSA Class Deviation RFO-2025-36)	Permits and Responsibilities	NOV 2025
52.236-8 (GSA Class Deviation RFO-2025-36)	Other Contracts	NOV 2025
52.236-9 (GSA Class Deviation RFO-2025-36)	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	NOV 2025
52.236-10 (GSA Class Deviation RFO-2025-36)	Operations and Storage Areas	NOV 2025
52.236-11 (GSA Class Deviation RFO-2025-36)	Use and Possession Prior to Completion	NOV 2025
52.236-12 (GSA Class Deviation RFO-2025-36)	Cleaning Up	NOV 2025
52.236-13 (GSA Class Deviation RFO-2025-36)	Accident Prevention Alternate I	NOV 2025
52.236-14 (GSA Class Deviation RFO-2025-36)	Availability and Use of Utility Services	NOV 2025
52.236-17 (GSA Class Deviation RFO-2025-36)	Layout of Work	NOV 2025
52.236-21 (GSA Class Deviation RFO-2025-36)	Specifications and Drawings for Construction	NOV 2025
52.242-1	Notice of Intent to Disallow costs	APR 1984
52.242-3 (GSA Class Deviation RFO-2025-42)	Penalties for Unallowable Costs	NOV 2025
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4 (GSA Class Deviation RFO-2025-43)	Changes	JUN 2025
52.244-6	Subcontracts for Commercial Products and Commercial Services	NOV 2025

NUMBER	TITLE	DATE
(GSA Class Deviation RFO-2025-44)		
52.245-1	Government Property Alternate 1	SEP 2021
52.245-9	Use and Charges	APR 2012
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
	Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1 (GSA Class Deviation RFO-2025-53)	Computer Generated Forms	NOV 2025

(3) GSA Acquisition Regulation (GSAR) clauses:

NUMBER	TITLE	DATE
552.203-71	Restriction on Advertising	SEP 1999
552.211-10	Commencement, Prosecution, and Completion of Work	MAR 2019
552.211-12	Liquidated Damages-Construction	MAR 2019
552.211-13	Time Extensions	MAR 2019
552.211-70	Substantial Completion	MAR 2019
552.211-72	References to Specifications in Drawings	FEB 1996
552.215-70	Examination of Records by GSA (Applicable if over $100,000)	JUL 2016
552.227-70	Government Rights (Unlimited)(MAY 1989) (DEVIATION FAR 52.227-17)	MAY 1989
552.228-5	Government As Additional Insured	MAY 2009
552.232-5	Payments Under Fixed-Price Construction Contracts	MAR 2019
552.232-39	Unenforceability of Unauthorized Obligations. (FEB 2018) (DEVIATION FAR 52.232-39)	FEB 2018

NUMBER	TITLE	DATE
552.236-6	Superintendence by the Contractor	MAR 2019
552.236-11	Use and Possession Prior to Completion	MAR 2019
552.236-15	Schedules for Construction Contracts	MAR 2019
	Alternate III	JAN 2020
552.236-21	Specifications and Drawings for Construction Alternate II	MAR 2019 JAN 2020
552.236-70	Authorities and Limitations	MAR 2019
552.236-72	Submittals	MAR 2019
552.236-73	Subcontracts	APR 1984
552.229-70	Federal, State, and Local Taxes	APR 1984
552.243-71	Equitable Adjustments	MAR 2019
552.246-72	Final Inspections and Tests	SEP 1999

IV.C. Subcontract Requirements

The Contractor is advised that many FAR, GSAR and other Agreement clauses are required to be flowed down to subcontracts. Clauses containing flow down requirements include, but may not be limited to, those listed below. The Contractor is responsible for ensuring that all necessary flow-down clauses are included in all subcontracts.

1. FAR Clauses:

NUMBER	TITLE	DATE
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct (Applies if the value of the Subcontract is expected to exceed $6	NOV 2021

NUMBER	TITLE	DATE
	million and Performance Period is Greater than 120 Days)	
52.203-14	Display of Hotline Poster(s) (Applies if Subcontract is Greater than $6 Million on the date of award)	NOV 2021
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10 (GSA Class Deviation RFO-2025-04)	Reporting Executive Compensation and First-Tier Subcontract Awards	NOV 2025
52.204-14 (GSA Class Deviation RFO-2025-04)	Service Contract Reporting Requirements (Applies to contracts estimated total value of $500,000 or greater)	NOV 2025
52.215-2 (GSA Class Deviation RFO-2025-15)	Audit and Records-Negotiation	NOV 2025
52.215-12 (GSA Class Deviation RFO-2025-15)	Subcontractor Cost or Pricing Data	NOV 2025
52.215-13 (GSA Class Deviation RFO-2025-15)	Subcontractor Cost or Pricing Data—Modifications	NOV 2025
52.215-15 (GSA Class Deviation RFO-2025-15)	Pension Adjustments and Asset Reversions	NOV 2025
52.215-18 (GSA Class Deviation RFO-2025-15)	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	NOV 2025
52.222-4 (GSA Class Deviation RFO-2025-22)	Contract Work Hours and Safety Standards—Overtime Compensation	NOV 2025
52.222-6 (GSA Class Deviation RFO-2025-22)	Construction Wage Rate Requirements	NOV 2025
52.222-7 (GSA Class Deviation RFO-2025-22)	Withholding of Funds	NOV 2025
52.222-8 (GSA Class Deviation RFO-2025-22)	Payrolls and Basic Records	NOV 2025
52.222-9 (GSA Class Deviation RFO-2025-22)	Apprentices and Trainees	NOV 2025
52.222-10 (GSA Class Deviation RFO-2025-22)	Compliance with Copeland Act Requirements	NOV 2025

NUMBER	TITLE	DATE
52.222-11 (GSA Class Deviation RFO-2025-22)	Subcontracts (Labor Standards)	NOV 2025
52.222-12	Contract Termination—Debarment	MAY 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14 (GSA Class Deviation RFO-2025-22)	Disputes Concerning Labor Standards	NOV 2025
52.222-15	Certification of Eligibility	MAY 2014
52.222-35 (GSA Class Deviation RFO-2025-22)	Equal Opportunity for Veterans	NOV 2025
52.222-36 (GSA Class Deviation RFO-2025-22)	Equal Opportunity for Workers with Disabilities	NOV 2025
52.222-37 (GSA Class Deviation RFO-2025-22)	Employment Reports on Veterans	NOV 2025
52.222-40 (GSA Class Deviation RFO-2025-22)	Notification of Employee Rights Under the National Labor Relations Act	NOV 2025
52.222-50 (GSA Class Deviation RFO-2025-22)	Combating Trafficking in Persons	NOV 2025
52.222-54 (GSA Class Deviation RFO-2025-22)	Employment Eligibility Verification	NOV 2025
52.222-55 (GSA Class Deviation RFO-2025-22)	Minimum Wages for Contractor Workers Under Executive Order 14026	NOV 2025
52.222-62 (GSA Class Deviation RFO-2025-22)	Paid Sick Leave Under Executive Order 13706	NOV 2025
52.226-7	Drug-Free Workplace	MAY 2024
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.227-1	Authorization and Consent	JUN 2020
52.228-5	Insurance—Work on a Government Installation	JAN 1997
52.236-13 (GSA Class Deviation RFO-2025-36)	Accident Prevention Alternate I	NOV 2025

2. GSA Acquisition Regulation (GSAR) Clauses:

NUMBER	TITLE	DATE
552.215-70	Examination of Records by GSA	JUL 2016

3. Agreement Clauses:

(i) In Section III of this contract, Controlled Unclassified Information (CUI) *Building Information.*

(ii) GSAR 552.236-80, Accounting Records and Progress Payments *(JAN 2020),* in Section IV (Contract Clauses).

STATEMENT OF WORK (FY25 v1)

1800 Forward

PROJECT TYPE: MODERNIZATION

PROSPECTUS PROJECT

Construction Manager as Constructor (CMc) SOW

U.S. GENERAL SERVICES ADMINISTRATION (GSA) PUBLIC BUILDINGS SERVICE (PBS)

PROJECT IDENTIFICATION:	
PROJECT NAME	*1800 Forward*
BUILDING NAME & NUMBER	*General Services Administration DC0021ZZ*
BUILDING ADDRESS	*1800 F Street, Washington, DC*
CONTRACTING OFFICER	*Robert Jackson*
PROJECT MANAGER	*Jared Price*

I. SUMMARY

The purpose of this document is to provide an overview of the Project and CMc Contractor requirements as a part of the Construction Manager Constructor (CMc 101 - Agreement). This Statement of Work, is one part of Section I.H of the Agreement that includes Specifications, Drawings, Exhibits, and Other Attachments. For conflicts or ambiguities within or among the contract documents the CMc Contractor must refer to the CMc 101 - Agreement. **END OF SECTION**

FY25 template

II. THE PROJECT

A. Project Description

The U.S. General Services Administration (GSA), Public Buildings Service (PBS), Acquisition Project Delivery – Capital Construction Division, is seeking construction services for the reanimation of the GSA Headquarters Building at 1800 F Street, NW, Washington, DC ("1800F"). 1800F was listed on the National Register of Historic Places in 1986, recognizing its architectural and federal government significance.

The project seeks to transform the historic building from a series of incremental renovations into a long-term, adaptable federal asset that will provide the opportunity for two agencies, GSA and the U.S. Office of Personnel Management (OPM), to co-locate and reimagine what is possible in a shared headquarters. The primary objective is to complete the reimagination, enhance building performance, and ensure the space can adapt to future workforce and multi-tenant requirements. This project will set a new standard for a modern, adaptable federal workplace.

The project will focus on the renovation of Wings 0 and 3, which remain unrenovated and unoccupied due to their deteriorated condition, tenant improvement renovations in the modernized Wings 1, 2, & 4, building envelope repairs including masonry, windows and roofs, and reactivation of the building courtyards through the addition of raised courtyard plazas and canopy enclosures. The project aims to restore the building to full operational use and preserve the architectural integrity of this landmark historic facility.

GSA has contracted with a separate architect-engineer (A/E) firm that is responsible for developing complete design and construction documents for the Project. In addition, GSA has contracted with a Construction Management Advisor (CMa - CxP) to provide management services from pre-design to the close-out phase of the project. GSA may issue additional separate contracts for: (1) Artist(s) under the Art in Architecture program; and (2) other consultants as may be reasonably necessary to complete the Project.

Fillable Template

1. CONTRACT TYPE

As noted in the Agreement, the CMc's tasks are primarily separated into two distinct phases: (1) Pre Construction Phase Services, which is a Firm Fixed Price (FFP) Contract; and (2) Construction Phase Work which is a Guaranteed Maximum Price (GMP) Contract which is awarded as the construction option. The base award may include an early work package as a firm fixed price for core and shell construction.

4. OPTIONS

In addition to the base scope of work, the options for this project are listed below. "Option" means a unilateral right in the Contract by which, for a specified time, the Government may elect to incorporate into the Contract additional scope, products, materials, equipment, systems, and installation methods that are described below. The amount for an option is the total adjustment from the Base Contract to incorporate the option work into the project. Option work includes

miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation, whether or not mentioned as part of the option description.

a. Summarize the Options

Option 1: Guaranteed Maximum Price (GMP) Interior Construction

Option 2: Guaranteed Maximum Price (GMP) Courtyard Construction

Any additional options will be clarified in bid forms and the phase 2 CMC solicitation.

5. ALLOWANCES

a. CCA Allowance 536.7105-2 § (3) CCA

6. DELIVERY METHOD

In General:

As a general matter, the CMc shall review and become familiar with the various standards, guidelines, policies, and documents that the A/E is required to follow in developing the design and construction documents. This review and familiarization is vitally important during the Pre Construction Phase Services because, as set forth in more detail below, the main tasks of the CMc Contractor during the Pre Construction Phase Services are to provide constructability and cost estimation reviews of the A/E's design-related submissions. At its core, the CMc Contractor will help to ensure that the design and construction documents will enable the Government to exercise the Guaranteed Maximum Price (GMP) Option at a price that is at or below the GMP.

FY25 Template

B. Project Objective

1. OBJECTIVE

The objective of 1800 F is to create a future-ready, adaptable, and mission-aligned headquarters that serves as both a high-performing workplace and a civic destination, setting a new standard for federal facilities.

C. Construction Manager as Constructor (CMc) Contractor Team

1. STAFFING/KEY PERSONNEL

The CMc Contractor must provide experts in disciplines listed in the Facilities Standards for the Public Buildings Service (2025 Core Building Standards), and as otherwise required in this section, with credentials as indicated, as they apply to this project. The CMc Contractor must provide sufficient staff of project managers, SME reviewers, cost estimators, schedulers, field engineers, superintendents, inspection and testing engineers, scheduling specialists, clerical and accounting

personnel, etc. to perform the required work.

2. OTHER PERSONNEL

In addition to the key team members identified within this document, the CMc Contractor must provide administrative, clerical, and technical personnel as necessary to perform the services required under this contract.

3. EXPERTISE

Where feasible and beneficial, the CMc Contractor's team members should include the following experts to provide expertise (a single individual may be assigned more than ONE of the responsibilities / expertise listed below) if and when needed for efficient and effective operations:

Within *14 calendar]* after the Notice to Proceed (NTP) the CMc Contractor must edit the Communications Plan, and complete the team entries, including but not limited to:

a. Project Executive

b. Project Manager

c. Assistant Project Manager

d. Design Assist Manager Manager

e. SME Reviewers - All Disciplines including civil, structural, geotechnical, hydrology and hydraulics, mechanical, electrical, architectural

f. Fire Protection Engineer: Defined in 2025 Core Building Standards

g. Physical Security and Access Control Consultant/Coordinator

h. Quality Control Manager

i. Construction Superintendent

j. Cost Engineer

k. Construction Scheduler

l. Safety Officer

m. Information Technology (IT) Consultant/Coordinator

n. Document Manager

4. CMc CONTRACTOR TEAM SUBSTITUTION

FY25 template

During the performance of the services required under this contract, the CMc Contractor must obtain GSA written consent from the Contracting Officer before making any substitution for sub Contractors and outside associates or consultants specifically identified and agreed to in the request for qualifications, proposal, contract, and any contract modifications.

5. CMc CONTRACTOR'S DOCUMENT MANAGER (CDM)cobi

The CDM must provide a single point of contact to manage documents and coordinate submissions. The CMc Contractor must coordinate with GSA's BIM POC within *14 calendar days* after the NTP to confirm the BIM Execution Plan (BEP) and COBie Information Delivery Plan , including naming conventions, format, structure, and training requirements.

The CDM must:

a. Control of all project documentation, including PMIS requirements

b. Control of as-builts and project files

c. Execute real time updating of as-builts with change orders, bulletins, RFIs.

d. Provide 30%, 60%, and 90% construction submissions of as-builts identifying all changes to date for Quality Control reviews.

e. Coordination with *PBS CAD Standards, Building Information Modeling (BIM) and (COBie) and other Electronic Data*

f. Coordination with *Operations and Maintenance*

END OF SECTION

FY25 template

III. GENERAL REQUIREMENTS

Requirements in this section shall apply to all project stages described in the section III Scope of Services. Some of the requirements noted in this section may be subject to exercise of contract option(s).

1. MEETINGS

At a minimum, the CMc shall attend all of the meetings listed in this section. For each meeting, the CMc shall determine the appropriate mix of attendees based on the subject matter. Unless otherwise noted, all Pre Construction Phase meetings shall be conducted *[location]* and all Construction Phase meetings will be conducted at the project site.

In General the meetings will consist of:

a. OAC Weekly Progress Meetings

b. A/E Design Presentations

c. Systems Selections Analysis Meetings

d. Constructability Review

e. Cost Evaluation

f. Program Reconciliation

g. Historic Consultation

h. Partnering Workshops

1) Risk Management Workshops

The purpose of risk management sessions is to identify potential project challenges before they occur so contingencies may be planned and invoked as needed across the life of the project to mitigate adverse impacts on project delivery. The Risk Register captures all discussions surrounding concerns and potential problems that might arise over the life of the project.

The CMc shall participate in workshops with the GSA, A/E, CMa/CxP and other stakeholders to create, update, or modify a Risk Registry using the Construction Industry Institute's Project Definition Rating Index (PDRI) (or a different industry standard as agreed to by the Contracting Officer) to assess risks and opportunities for the project.

The CMc shall participate in risk sessions that will be conducted after each Constructability Review. Each session lasts 2 - 4 hours. With each deliverable from the CMc, the parties will discuss whether the Risk Registry needs to be modified based on the then-current state of the project.

2) Mockups and Systems Selection

The CMc shall participate in systems selection analysis meetings, including the inspection and evaluation of mockups of: proposed spaces, courtrooms or curtain walls, inspection booths.

PBS template

3) Historic Consultation Meetings

The National Historic Preservation Act (NHPA) requires Federal agencies to consider the effects of their undertakings on historic resources and to consult with the State Historic Preservation Officer (SHPO). If there should be any potential adverse effects, GSA will consult with the Advisory Council on Historic Preservation (ACHP) and the SHPO on ways to avoid or mitigate adverse effects. The CMc shall participate in all historic consultation meetings.

4) Partnering Workshops

To most effectively accomplish this contract, the Government requires that the CMc and its subcontractors participate in *two* partnering sessions conducted by a professional facilitator arranged for by the CMa. Refer to Division One, SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION for requirements

a) The Initial Partnering Session shall be one day (8 hours plus an additional 30 minute lunch break). It shall be located at or near the construction site as determined by GSA.

b) The Follow-on Partnering Session(s) generally lasts a half day or less. They will be scheduled at 3-6 month intervals depending on the length of the Design Phase Services portion of the project. Participants are encouraged to utilize electronic means to expedite meetings. Meetings may be held at the project site or in a Government facility. Follow-on meetings may be held concurrently with other scheduled meetings. Attendees need only be those required to resolve current issues. The same Facilitator used in the Initial Partnering session is recommended to achieve best results and for continuity.

2. BUILDING INFORMATION MODELING (BIM) AND (COBIE) AND OTHER ELECTRONIC DATA

The CMc will participate in the BIM deliverable review process, BIM QA/QC process, and support GSA organizational BIM Objectives. The CMc will play a key role to ensure that separate contracts for design and construction are well coordinated, such that the design team and CMc firm will both comply with BIM requirements. The CMc shall review all BIM submissions listed in the CBS for compliance with GSA BIM standards. The CMc will participate in the design team's BIM and COBie execution planning and BIM and COBie dedicated meetings or reviews. The CMc will use the most current A/E model(s) as appropriate to provide independent feedback such as constructability reviews, and incorporate BIM into other activities (such as scheduling) wherever possible.

The A/E is required to develop the design documents using BIM software, and use the models throughout design for communication and collaboration with GSA. Models are to comply with the requirements of the GSA National BIM, CDX & COBie Standard as well as the CBS.

The CMc will receive a final Record Model from the designer (after substantial completion), which the CMc will be required to further develop in accordance with the GSA National BIM, CDX & COBie Standard.

3. DELIVERABLES

The CMc must provide a written deliverable based on the A/E's design-related submissions for each of the following design milestones (these milestones are further defined in the CBS):

a. A/E Submissions

Design packages for each deliverable (core and shell, interiors, courtyards) will be at different completion stages during the CMc contract award.

1) Core and Shell

   a. 100% CDs completed prior to CMc award. No post award design assist services.

2) Interiors

   a. 65% CDs at CMc award

   b. 95% CDs post CMc award

   c. 100% CDs post CMc award

3) Courtyards

   a. 100% Design Development (DDs) Documents at CMc award

   b. 65% CDs post CMc award

   c. 95% CDs post CMc award

   d. 100% CDs post CMc award

Each written deliverable from the CMc is due to the Contracting Officer within 14 calendar days from the CMc Contractor's receipt of the A/E's design-related submission.

c. CMc Constructability Review(s)

In General:

Constructability Reviews are a series of meetings, generally corresponding to and aligning with the project's design phase. These reviews become increasingly detailed as the design develops and become an integral part of the overall construction planning process. When initiated early in the design process, constructability multi-disciplinary reviews can build on the Basis of Design (BoD), by addressing operations and maintenance (O&M) requirements.

Constructability Reviews shall ensure that the A/E's design effort is biddable, buildable, cost reasonable allowances, alternates, escalation, deducts), and maintainable. They consist of the systematic detailed review of drawings, construction documents and other construction data by the CMc's senior expertise in all disciplines that utilize BIM technology to identify missing data, data conflicts, code issues, inconsistencies, construction feasibility and operational issues. The goal is to save the project time and money by uncovering problems or potential problems that may be encountered during construction such as errors, omissions, ambiguities and conflicts.

The CMc shall perform successive constructability reviews at the design review milestones shown above. Each review shall be completed within *14* calendar days and will include the steps as described below. The earlier in the design process that the constructability

FY25 template

program begins, the higher the potential savings.

1) Steps for conducting a Constructability Review

Pre-constructability Review Activities

a) A/E issues milestone drawings for review

b) CMa provides CMc with complete project documentation i.e. A/E's construction documents (digital documents), owner's requirements, site information, etc.

c) CMc provides GSA with their management plan for conducting the review The plan should include the methodology, phasing, activities,personnel qualifications and deliverables. The plan must be provided to and accepted by the CO before proceeding with the workshop.

d) CMa coordinates the flow of Q/A information between CMc and stakeholders (before - during - and after the workshop)

e) GSA defines the constructability review - objectives and measures

f) CMa facilitates "CMc Orientation meeting" with CMc reviewers" with GSA, CMa, A/E and others

Constructability Review Activities

g) CMc coordinator conducts multi discipline "structured review" as defined by the accepted CMc methodology (item c)

(1) The Reviewers should be collocated, utilize BIM technology and incorporate a phased approach for the review.

(2) The CMa shall attend the entire review to act as a liaison with the GSA PM and A/E, answer questions and provide additional technical information.

FY25 template

(3) The CMa shall facilitate a site walk-thru Constructability Review Deliverables

h) For each review the CMc shall provide a written report with the following sections:

(1) Executive summary

(2) Risks assessment

(3) Cost Estimate

(4) General and specific comments

(5) Constructability Alternate Concepts with cost impacts (CERPA)

(6) Include Industry Best Practices

(7) Schedule evaluationRisk Analysis including - ECW, schedule, design quality, or project scope.

(8) Provide recommendations on constructability; improving life cycle costs; systems analysis; functionality; enhancing operational flexibility; and minimizing labor or material shortages.

(9) Construction Work Phasing and Sequencing and coordination

(10) Propose Early Work Package Suggestions

(11) Identify nonconformity (codes, standards, requirements, etc.) errors, omissions, inconsistencies discovered by or made known to the CMc.

(12) The constructability report shall include a section that: (1) names each major trade subcontractor, vendor, or supplier that the CMc used or relied on in preparing the submission; (2) provides a brief description of the services provided by such company; and (3) the work that the company might perform on the project (if ultimately selected by the CMc). As noted above, representatives of these companies must attend the post-submission (constructability review) meetings with the Government.

(13) Building Information Modeling (BIM) Compliance

Post Constructability Review Activities

i) CMc presents FINDINGS to GSA, CMa, A/E and other project stakeholders in a usable, non adversarial fashion

j) CMa facilitates multiple Project Discussions with all parties and

FY25 template

integrates CMc FINDINGS into the project's "Constructability Log"

k) GSA "accepts; selected Constructability Alternative Concepts and updates Risk Registry

l) A/E implements GSA "accepted" Constructability Concepts into the project design and verifies cost impact

m) CMc back checks revised design and validates cost impact

n) CMa monitors and monitors the integration of constructability comments into A/E documents

o) CMc participates in (CERPA) to identify cost reductions through improved efficiencies.

p) GSA documents lessons learned into national database

q) CMc prepares for the next Design review milestone - Constructability review

a. Design Assist Services

The "Design Assist" task(s) shall provide one or more subcontractors (The "Design Assist" entities include trade subcontractor, manufacturer or vendor with specialties, i.e. canopy, raised plazas, electrical, HVAC, Fire Protection, Plumbing, Structural Steel, Finished Carpentry, etc.) are hired by the CMc to collaborate with or "assist" the A/E in developing the design and construction documents. Subcontractor collaboration with the A/E can include providing system design options, considering longevity of system components, performing cost analysis, determining means and methods, and that the proposed concepts work within the overall building type design.

The subcontractors are hired by the CMc early in the design process (start of the Design Development Phase) to provide the A/E input as the design is technically developed. The "Design Assist" subcontractors do not engage in design, and do not assume design liability. In Design Assist, the design responsibility resides with the A/E.

The "Design Assist" task(s) should align design intent, combined with means and methods expertise, to accurately fabricate the materials, with ultimate integration into the building components to meet GSA requirements, of quality, scope, cost and schedule.

4. COST ESTIMATING, RECONCILIATION and PROPOSED ALTERNATIVES (CERPA)

The purpose of the CERPA is for the Government to have the benefit of multiple, separate estimates prepared at major design milestones to ensure that project's design is in alignment with the ECW. The CMa, the A/E's cost estimator and the CMc shall provide cost estimates at each milestone. The CMa leads this collaborative reconciliation effort. When necessary the CMc proposes alternative designs that may be considered by GSA to improve the project's efficiency and to lower the project cost.

At 100%DD, 65%CD, and 95%CD design milestones the CMc shall review the project's design documents, provide detailed pricing information of the design and provide alternative systems, materials and finishes that maintain the design intent to meet the ECW.

The estimates shall:

a. Be developed after input from the constructability workshop.

b. Performed in the same level and detail as set forth in the CBS

c. Comply with the Cost Management Matrix found at Table A-1

d. Comply with the cost-estimating requirements for capital construction projects as set forth in the P-120.

e. The CMc shall provide detailed pricing information, the A/E shall provide an updated cost estimate and the CMa shall provide an independent TPE.

f. The cost reconciliation shall be conducted in a workshop setting with representatives and experts available from each organization.

g. The cost reconciliation shall identify variances between the estimates, anomalies, ambiguities and minor omissions.

h. The CMc's review shall include an assessment of current market conditions, labor and material availability, constructability issues, phasing or sequencing impacts.

i. The CMa shall facilitate the reconciliation of differences in the various estimates developed for the project

j. If the reconciled costs are significantly under the (ECW), then the CMc proposed alternatives should identify opportunities to purchase greater efficiencies and quality, after discussions on future risk exposure.

k. If the CMc's design review estimate is over the ECW the reconciliation may need further evaluation, i.e. Bring in subcontractors to discuss risks driving costs or identifying details complicating fabrication, review subcontractor pricing, Is there more than one? Are costs aligned between subs for the same work? The CMc and its major trade subcontractors, vendors, or suppliers shall participate in reconciliation meetings.

l. If estimates from the A/E are over budget, direction must be given for them to meet their contract design to budget. The project team will need to develop ideas to facilitate options to realign the design to budget without impact to program, facility operations or security. The team should not leave the design progress phase without being in budget or with a solution to recover.

m. If the design (or its major cost elements) appears to exceed the ECW, the CMc shall propose alternatives that will deliver the project at or below the GMP Option. The CMc leads the PROPOSED ALTERNATIVES effort aided by the design team. The recommendations for changes to the design must be approved by the Government. PROPOSED ALTERNATIVES shall be based on a Life cycle cost analysis. The PROPOSED ALTERNATIVES effort is not a scope reduction process to lower the ECW to increase the potential shared savings.

FY25 template

5. PRELIMINARY PROJECT SCHEDULE AND ANALYSIS

Provide a detailed, time-scaled computer generated project schedule with activities representing each portion of the work for the entire contract performance period. The project schedule shall be prepared using the Critical Path Method (CPM) for the planning, scheduling and reporting of the work to be performed. The CPM scheduling software shall be capable of generating and depicting the longest path of the schedule network. Schedule activities shall accurately depict the contractor's means and methods to complete the entire scope of work including, but not limited to, activities of subcontractors, consultants, equipment vendors and suppliers, GSA, and others, as required.

6. CONSTRUCTION WORK SEQUENCING AND PHASING PLAN

The CMc shall submit a construction work allocation plan addressing all of the following topic areas.

a. Construction phasing approach

b. Use of any fast tracking or multiple construction document packages to achieve cost or schedule efficiencies, improvements, or savings

c. Schedules for award of subcontract construction packages, including procurement cycles, deliverable approvals, construction delivery and testing/commissioning

d. Temporary or swing space moves, including all aspects of tenant relocation(s) (telecommunications, furniture relocations, etc.)

e. Temporary facilities and laydown areas

f. Possible labor or material shortages

g. Means and methods

h. Long-lead items

7. EARLY WORK PACKAGES

During the design of the project, the CMc and the Government may agree that it is in the best interest of the project to initiate early construction packages. These early work packages can be individual GMP line items or firm fixed price line items. Early construction packages should be for standalone, severable scopes.

8. RISK REGISTRY

The CMc shall provide review and recommendations to the project Risk Registry after each Constructability Review and as necessary during planned Risk Management sessions. The project shall use the Construction Industry Institute's Risk Register for their deliverable unless another similar format is requested by GSA.

9. DISASTER RESILIENCY, MANAGEMENT OF NONSTATIONARY WEATHER AND EXTREME WEATHER RISKS Per the 2025 CBS Core Building Standards, the DB contractor for new construction and major

FY25 template

modernization projects must:

a. Integrate forward-looking information in the design per the GSA provided profile and statement or work for those prioritized projects types described above,
b. Develop designs for the service life of the asset. Parts of the project may be designed for reliable performance throughout a building's lifespan; others may be adapted as conditions change.
c. Exercise professional judgment in the context of resilience for disasters, nonstationary weather and extremes and an evolving professional standard of care to support life safety and mission continuity.

10. PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS) - Kahua

GSA requires the use of the PMIS (GSA's project management information system) throughout the project life cycle as a project management tool, and as a repository for timely and accurate project information. The current PMIS in use by GSA is Kahua.

The CMc Contractor shall utilize the PMIS for:

a. Collaboration Tool

Collaborate with GSA and the broader Project Delivery Team across all project tasks.

b. Storage Repository

Store all project information and documentation, including controlled unclassified information (CUI) and communications.

c. Kahua Applications

The following applications shall be utilized by the CMc Contractor:

1) Cost Management

a) Earned Value - Review the A/E provided cost loaded schedules for Earned Value progress

b) Estimating and Funding - Upload and review project estimates

c) Expenses - Manage contract financial information including contract awards, tracking potential change requests, breakdown of schedule of values, and pay request review

d) Work Breakdown - View project financial information

2) Document Management

a) Communications - Document and upload formal project communications

b) Daily Reports - Document and upload daily A/E reports

FY25 template

c) Design Review - Initiate, manage and participate in project design reviews

d) Field Observations - Record field observations, test results and upload related documentation

e) File Manager - Manage project/contract files and initiate design reviews

f) Meetings - Document project meetings and track progress on key action items

g) Packaged Submittals - Manage project submittal review process and upload related documentation

h) Punchlists - Manage project punch-list process and upload related documentation

i) RFI's - Manage project RFI process and upload related documentation

j) Risk Register - Identify and contribute to managing key project risks

k) Safety - Manage project related safety issues including Accident Reports, Fire Alarm/Sprinkler Outage Requests, Fire Incident Reports, Hot Work Requests, Injury Reports and Safety Notices

3) Schedule Management

a) Milestones

The A/E shall review key schedule milestones for project progress as needed

4) Other

a) Project Directory - Ensure all team members are included in the project directory and have correct Kahua permission

b) Dashboards/Reporting - Use as needed to meet reporting and management requirements.

d. Access and Equipment

PMIS is web-accessible and can therefore be accessed via any compatible computer with an Internet connection. Information for requesting an account, accessing the PMIS and equipment needed is available on the Project Management Information System - Access site. GSA will not furnish any equipment related to accessing PMIS.

e. Training

GSA will provide no cost training to familiarize team members with the PMIS system. That being stated, GSA will not reimburse the A/E for any travel related to any PMIS training. Training videos via YouTube and reference guides are available on the Project Management Information System - Training site.

FY25 Template

f. Support

GSA will provide PMIS system administration and end-user support for the duration of the project. To request assistance email kahuasupport@gsa.gov.

g. Personnel Requirements

An HSPD-12 (Homeland Security Presidential Directive 12) security clearance is not required to access the GSA PMIS. Further information on HSPD-12 may be found at the following website: www.gsa.gov/hspd12. The time to process and obtain clearances may vary in length. (Any CMc personnel who require access to GSA's PMIS may get an account with limited access without a Tier 1 clearance, but for full access must go through the security process and receive a Tier 1 clearance.)

IV. SCOPE OF SERVICES

In General:

The A/E's contract requires the A/E to follow the design process as set forth in the Facilities Standards for the Public Buildings Service (2025 Core Building Standards). The CBS describes two overarching design phases: (1) Design Development (DD); and (2) and Construction Documents (CDs). At the time of the CMc contract award the Government provided certain design and project related documents as part of the CMc source selection process in order to, among others, award a firm-fixed-price base contract for the CMc provided - Pre-Construction Services and to establish the CMc's "initial target GMP".

A. Pre Construction Phase Services a.k.a design phase services

The CMc shall exercise reasonable care in performing its Pre Construction Services. The Owner and A/E shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the CMc. The CMc, however, does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. The CMc is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the CMc shall promptly report to the A/E and Owner any nonconformity discovered by or made known to the CMc as a request for information in such form as the A/E may require.

1. PROJECT INITIATION MEETING

The CMc shall participate in an initial meeting with other members of the project team (the A/E, GSA, CMa, and customer agency representatives to review the project's scope, status of design, discuss goals, begin initial project planning, and agree to the schedule for regularly scheduled Project Meetings.

2. COLLABORATION WITH THE A/E

During the A/E's Design Phase Services, the CMc provides Pre Construction advice to the owner and

the A/E in a collaborative environment to identify the potential impact of the design on the project's actual construction and cost. Specifically, the CMc will focus on the design, constructability issues, schedule, cost, risks, and engage in a series of CMc Constructability Reviews and CERPA that occur after each A/E Design Submission. As required by the project the CMc shall facilitate in COST ESTIMATE RECONCILIATION and PROPOSED ALTERNATIVES workshops after each Constructability Review. The ultimate goal of this collaboration is to establish a final Estimated Cost of Work (GMP) that does not exceed the "initial target GMP" (as set forth in the Contractor's proposal). The CMc's involvement during the project design phase provides GSA with the ability to identify current market conditions concerning labor and material availability, constructability issues, and any phasing and sequencing impacts.

In addition to the Constructability Reviews and CERPA workshops the A/E and its subcontractors will communicate through "Informal Information Exchange", "Design Assist" or "Delegated Design" processes or contracts that may involve the CMc and its trade subcontractors. This will ensure mutual understanding of both the A/E's design intent and the CMc's means and methods, and thus ensure greater certainty in pricing the construction work. It also increases the likelihood that design errors and omissions are recognized and resolved during design. In addition, this collaboration takes place during a time that does not significantly impact the construction schedule and that can result in expedited production and review of shop drawings once construction commences.

3. LEAN PROJECT DELIVERY

The project team intends to apply LEAN principles in the implementation of this project, as defined by the Lean Construction Institute (https://leanconstruction.org) to the greatest extent feasible. Expertise in LEAN among key project personnel from the CMc team is strongly valued. The team intends to cultivate and foster a collaborative, collegial working relationship among the owner's representatives (CMa), the A/E personnel, and the CMc team. The complexity of this project will require a strong team dynamic, characterized by a solutions-oriented mindset, open communication, and an atmosphere of mutual trust and respect. All personnel in the team will "buy in" to this approach, during both Pre Construction and Construction phases of the project.

4. CBS SUBMITTAL MATRIX

The CBS Submittal Matrix has this project's detailed list of design review deliverables and milestones.

5. OPERATIONAL EXCELLENCE PROGRAM

The Operational Excellence (OpEx) Program focuses on the long-term performance and management of PBS's owned portfolio—including Federal Buildings, Land Ports of Entry, and Courthouses—that serve the American people. While design and construction account for the largest upfront costs over a relatively short period, the operations phase spans decades and represents the bulk of a building's total cost of ownership. OpEx emphasizes managing these ongoing costs and operational challenges to ensure buildings continue to fulfill their intended purpose. The CMc shall ensures that operational considerations are integrated into the long-term project vision, producing high-performing, efficient, and sustainable buildings.

a. The CMc is required to review and implement the Design Guide for Operational Excellence, which conveys lessons learned from post-occupancy evaluations to project teams in a clear and concise way. It highlights both design successes and shortcomings, enabling teams to replicate what works and avoid past mistakes. Lessons learned underscore the growing

importance of designing for operational excellence, reinforcing its critical role in the total lifecycle cost of Federal buildings.

b. The CMc is required to review and implement the Operational Excellence Lessons Learned Checklist which presents GSA specific lessons learned as individual comments to help Design Teams grasp the complexity of challenges within PBS's portfolio. Organized into specific categories, the Checklist allows Project Teams to identify and apply relevant lessons for distinct components of a design.

c. The CMc shall review the Operational Excellence Report with each formal design submission. The OpEx Report shall demonstrate how the design meets the principles identified in the Design Guide for Operational Excellence as well as the lessons identified in the Operational Excellence Lessons Learned Checklist. The OpEx Report shall consist of a narrative, completed Operational Excellence Checklist, calculations, graphs, trade off discussions that demonstrate the decision making process for the selection of building materials, systems, and components. Each submission shall provide a level of detail commensurate with the design submission. This Narrative explains the accessibility, durability, reliability, maintainability, and cleanability of significant materials, finishes, systems and assemblies as well as relevant design details, access points, clearances and replacement strategies.

    i) Design selections shall be supported by a life cycle cost analysis and the narrative must describe why they are perceived as the most optimal selection and explain the logic behind the design choices as they relate to the OpEx principles and whole building life cycle costs of ownership.

    ii) The narrative shall give the holistic approach taken to address ownership risks, opportunities and trade-off decisions.

d. The CMc shall review all Value Management proposals based on GSA Facilities Ownership to ensure that project decisions support long-term operational performance, lifecycle cost efficiency, as required by GSA Policy and the FAR. The approach emphasizes total cost of ownership rather than initial capital cost, aligning design and construction outcomes with the GSA's operational, maintenance, and asset management objectives.

    i) Value Management activities will evaluate systems, materials, and design solutions with consideration for durability, maintainability, adaptability, and replacement cycles. Decisions will be assessed against long-term operating costs, maintenance requirements, and risk to ensure that the facility delivers optimal value throughout its service life.

    ii) The CMc shall collaborate with the GSA Facilities Management, and SME representatives to integrate operational requirements, asset standards, and performance expectations into project execution. This process supports informed trade-off decisions that balance capital expenditure with long-term ownership costs, reliability, and user performance while maintaining compliance with applicable codes, standards, and sustainability goals.

e. The CMc shall ensure that all equipment, and material selected meets the following principles:

    i) Accessibility - The ease of which a product can be serviced.

ii) Durability - The ability to withstand wear, pressure or damage

iii) Reliability - The ability of a system or component to function under stated conditions

iv) Maintainability - The ease with which a product can be repaired and replaced.

v) Cleanability - The ease of which a produce can be cleaned

6. DESIGN REVIEW - PROCESS and PROCEDURES

GSA, and other occupant tenant agencies will review the A/E's design submissions listed in the CBS Submittal Matrix for their iterative development towards meeting the expected outcome of the design. The CMc shall participate in the design review process.

B. Construction Phase Services - EXERCISE of the GMP OPTION

The final ECW must be agreed to bilaterally by the Government and the CMc before the CMc can be bound to an obligation to complete the work and before the option can be exercised. This process sets the ceiling price of the option.

Subject to the exercise of the GMP Option, the CMc shall perform the work described in this section as a part of the Construction Phase Services.

After completing the CD/IFC, the Government and the CMc may bilaterally convert the GMP to an FFP. It is the intent of the government to perform construction services in the contract under a FFP.

1. PERMITS and FEES

The CMc Contractor is responsible for the applications and costs associated with all permits and fees required to support the construction, and connections related to environmental, traffic & roadways, utilities, and other state and local codes and requirements, including calculations, studies, and design documentation. The CMc Contractor is responsible for preparing applications, as well as management of the process through completion and closure of the permit. These requirements apply to construction permits and fees, as well as preparing applications for operating permits on behalf of the GSA. Utility permits include construction permits, as well as interconnection agreements and operating permits, such as onsite generators and renewable energy sources.

2. Pre-CONSTRUCTION MEETING

The CMc Contractor must host a *1* day kick-off meeting at the project site with the Project Delivery Team members.

The kick-off meeting must thoroughly review all important documents, policies & procedures, roles & responsibilities, communications with the CMc Contactor.

a. Introductions

b. Site walk-thru

c. Design Presentation: The A/E must present the reconciled design update.

d. The CMc Contractor must present the Project Management and Communications Plan.

e. The CMc Contractor must present the Preliminary SCHEDULE, refer to GSA 013110 PROSPECTUS CPM SCHEDULE SPECS.

f. The CMc Contractor must participate in an ALIGNMENT review session with the project team to confirm the OPR.

g. Contract Close-Out expectations and process for successful project completion.

h. Other Topics as appropriate, i.e. Community Engagement, etc.

3. PRE-NTP SUBMITTAL REVIEW AND ACCEPTANCE

Prior to the CO Issuance of the NTP the CMc Contractor must submit for GSA review and acceptance the following:

a. Construction Safety & Health Plan

b. Contractor's Hazard Communication Plan (HCP)

c. Waste Management Plan

d. Contractor's Quality-Control Plan

e. Cutting and Patching Plan

f. Construction Indoor Air Quality Management Plan

4. NOTICE TO PROCEED

A Notice to Proceed is a letter from the contracting officer to the CMc Contractor. This notice will inform the CMc Contractor of the date work can start. The date mentioned in the notice to proceed will be the official start of the contract.

5. SCHEDULE MANAGEMENT

The CMc Contractor must meet the P-120, Public Buildings Service Cost and Schedule Management Policy Requirements, October 2022 requirements. Generally, GSA and its client agency requires effective scheduling practices to execute this project with efficient transitions between old and new facilities. These practices involve detailed project schedule combinations, development, and maintenance due to the number of contributing organizations in a GSA led LPOE project. For additional schedule requirements refer to GSA 01 31 10 PROSPECTUS CPM SCHEDULE SPECS. The CMc Contractor must provide the services and activities to support the following:

1. Master Project Schedule

The CMc Contractor must assist GSA to develop and maintain a master project schedule

FY25 template

used to coordinate stakeholder responsibilities for the project. The CMc Contractor assistance includes recommendations on stakeholder integration and a logic-based schedule with the activities for which the CMc Contractor is responsible to perform per this contract. The master project schedule must conform to the milestones and durations provided in the Project Schedule.

2. Critical Path Method Schedule

Before starting work, the CMc Contractor must develop and provide a critical path method (CPM) logic based detailed work breakdown structure schedule for completion of all Design Stage activities, tasks, submissions, design meetings and workshops and review durations as required herein, leading up to and including the final design development submission(s). Refer to GSA 01 31 10 PROSPECTUS CPM SCHEDULE SPECS.

3. Schedule Coordination, Approval, and Maintenance

The CMc Contractor schedules must itemize all required submission dates and review durations and must conform to the milestones and durations provided in the GSA's Master Project Schedule. After approval by GSA, the CMc Contractor's design phase and construction schedules must be incorporated into the Master Project Schedule. The CMc Contractor must provide and maintain the construction schedule as further described in references and applicable specifications.

4. Monthly Schedule Updates

The CMc Contractor must provide monthly schedule updates to GSA/CMa, showing progress on and completion of all required work. The CMc Contractor must immediately notify GSA and the CMa of any anticipated delay in performance of any work. As work progresses, the CMa will provide monthly updates to GSA for the GSA Master Project Schedule. If the schedule updates indicate that previously approved schedules may not be met, the CMa will give immediate notice and make appropriate recommendations to GSA and the CMc Contractor.

5. Proposed Fast Tracked Work Schedules

GSA will consider CMc Contractor proposals that involve fast-tracking (overlapping design and construction stage work), and advance packages of construction documents for certain types of work such as demolition and structure when sufficient design development indicates certainty these can be advanced in the field before the completion of the CD/IFC (Issued for construction). Any such proposals must include the submission of a new schedule of the CMc Contractor's work.

6. COST MANAGEMENT

In addition to the Schedule of Values required in GSA 012900 PAYMENT PROCEDURES for payment and critical path scheduling (GSA 013110 PROSPECTUS CPM SCHEDULE SPECS), the CMc Contractor must provide bid cost data to assist GSA with allocation of costs and rent pricing. A cost breakdown must be provided in UNIFORMAT Level III, with a Level II summary, using parameter estimate methodology, as described in the P-120 Bid Analysis section and Table A-1.

After GSA review and approval, the CMc Contractor must furnish the GSA PM with providing project cost information that will be uploaded to the GSA database update. Refer to the P-120, Public

Buildings Service Cost and Schedule Management Policy Requirements, October 2022, for more information.

Cost estimates must be reconciled to match the total contract price and the schedule of values included in the CPM cost loaded schedule.

a. The CMc Contractor must provide estimators and staff familiar with the bid breakdown, to participate in coordination meetings with GSA to reconcile costs.

b. Provide a separate Uniformat level 2 breakdown for each of the following:

1) General - Sitework

2) Building or Structure

3) Core and shell costs (Per GSA Pricing Policy)

4) Enhanced Shell

5) Tenant improvement (TI) and Above Standards

6) Physical Security

7) Electronic Security

8) Furniture, Fixtures and Equipment

c. The CMc Contractor must participate in coordination meetings throughout the project to update the cost baseline as required, including a final cost model at Substantial Completion. The CMc Contractor must update the bid breakdown after the approval of Change Orders.

The CMc Contractor must confirm:

1) Line item breakdowns are correct and consistent

2) All design elements are included

3) Unit costs are reasonable

4) Quantity takeoffs are accurate

5) Level of detail is appropriate to the phase

6) Up-to-date scope modifications are reflected

7) Formats are correct

d. The CMc Contractor must be responsible to reconcile any significant differences between the updated baseline construction budget breakdowns and the previously agreed upon breakdowns. This reconciliation will address and resolve significant differences in the TI

FY25 template

and security costs itemized by the occupant agency. For the Uniformat level 2 breakdowns, CMc Contractor reconciliation will include justification of any significant differences between the Uniformat level 2 line items. Upon approval by GSA, the reconciled breakdowns will serve as the revised baseline cost allocation.

7. CHANGE MANAGEMENT

Change Management is the procedure by which the CO, CMa, and PM process all change orders. Change orders add or delete work from the SOW; serve as a written record of a technical change; modify the contract duration; and may authorize a change in cost of construction.

Proposed Change Orders must be accompanied by a Life Cycle Cost Analysis that complies with the P-120, Cost and Schedule Management Policy v2016.

The PM does not have authority to approve change orders and obligate the government; they provide technical expertise to the CO. The CO has the authority to obligate the government to change orders.

a. The CMc Contractor must submit all requests or recommendations for change(s) to the project scope to the CO for approval. Requests must include a rationale, cost and impact to the schedule.

b. In the event of a significant change in contract value as determined by the PM, the CMc Contractor must update the Cost Allocation tabulation.

c. The CMc Contractor must provide the Government the opportunity to participate and/or review documented scope discussions and RFI's during the subCMc Contractor buyout phase, as well as construction RFI's between the CMc Contractor and subCMc Contractors.

d. Where design-assist packages are utilized, the Government must be given the opportunity to review and comment on progress submissions, submittals, shop drawings, and RFI's.

e. Regardless of source, all and any scope changes to terms of the contract documents and/or the final CD/IFC (Issued for construction) submission must be submitted as formal RFI's to the GSA for approval.

8. SUBMITTAL SCHEDULE

Prepare and submit a submittal schedule in accordance with the Division 1 of the construction specifications. The submittal schedule shall identify specifically which submittals require review by the CxA. Ensure that all subcontractors understand, agree to, and conform to their respective roles, responsibilities, and timeliness requirements for submittal processing.

Refer to FAR 52.236-21, Specifications and Drawings for Construction, for further submittal and shop drawing review requirements.

9. INSPECTIONS AND TESTING

The CMc shall develop an overall field inspections and testing plan. (i.e., soil bearing and compaction, concrete strengths, HVAC performance, etc.). The CMc is responsible for all special inspections.

The CMc shall coordinate any inspections or testing that is required by state, county, or local officials.

Post-template

Conduct construction safety inspections as required by OSHA.

10. BIM, CDX & COBie REQUIREMENTS

The CMc shall:

a. Designate a BIM, CDX & COBie Manager for the project to serve as the primary point of contact for BIM activities and compliance and BIM deliverables.

b. Comply with the GSA National BIM, CDX & COBie Standard.

c. Develop a BIM Execution and COBie Information Delivery Plan and Conduct a BIM kick-off meeting with GSA and A/E representatives.

1) Within 14 calendar days of construction NTP, submit an Initial Draft BIM Execution Plan (BEP) and COBie Information Delivery Plan using the provided GSA BEP template to GSA for review and conduct an initial BIM Kick-off meeting.

2) Within 7 calendar days of the initial BIM kick-off meeting, submit the full draft of the BEP for GSA review.

3) Within 7 calendar days of submission of the full Draft BIM Execution Plan (BEP) and COBie Information Delivery Plan, the CMc Contractor must facilitate a full BIM Kickoff Meeting at the beginning of the post-award design phase to review the submitted Draft BIM Execution Plan (BEP) and COBie Information Delivery. The BIM Kickoff Meeting provides an opportunity to discuss and confirm the BIM requirements, process, deliverables, and to ensure a mutual understanding of the BIM requirements.

4) Within 7 calendar days of conducting the BIM Kickoff Meeting, the CMc Contractor must update a BIM Execution Plan (BEP) and COBie Information Delivery Plan and resubmit it for GSA approval If rejected, the CMc must revise and resubmit the BEP within 7 calendar days.

5) The CMc Contractor otherwise must update the BIM Execution Plan (BEP) and COBie Information Delivery Plan whenever changes to the team or BIM procedures occur and be reviewed and updated with each design submission.

6) An agenda item for the Kick-off meeting shall include reviewing BIM requirements with the GSA BIM Program Manager. The CMc shall review the BIM Execution Plan (BEP) Template and COBie Information Delivery Plan Template reference in the GSA National BIM, CDX & COBie Standard prior to this meeting. At each design phase, the CMc shall revise the BEP with input and concurrence from the GSA project team.

d. Comply with Required BIM Workflows in the GSA National BIM, CDX & COBie Standard

1) Develop and maintain a BIM Execution Plan (BEP) and COBie Information Delivery Plan using the provided GSA BEP template.

2) Provide and capture Operations & Maintenance Data in the Native BIM authoring software

3) Perform 3D Coordination during development of construction shop drawings and

FY25 Template

submittals (such as MEP coordination) and must be conducted using BIM tools, such as Autodesk Navisworks in accordance with the GSA National BIM, CDX & COBie Standard. Construction submittals (fabrication and installation documents) must be fully coordinated using 3D software before submission to GSA for review, and must be kept up-to-date with any "as-built" changes made after approval.

4) In coordination with GSA, the CMc shall develop, maintain and update a construction work sequence plan. The CMc shall utilize BIM artifacts and tools such as Navisworks to demonstrate time-based sequence of construction coordination and planning.

5) The CMc shall provide physical and virtual mockups (using BIM software) as necessary to facilitate systems testing and/or decision making. Refer to GSA 014000 QUALITY ASSURANCE & CONTROL REQUIREMENTS GUIDANCE for requirements.

e. Comply with the GSA National BIM, CDX & COBie Standard

1) Provide required data in the Native BIM related to Spaces/Rooms, the facility, and maintainable assets

2) Build and actively maintain a document or spreadsheet that tracks the data for all assets defined by these two documents upon approval of each related submittal.

3) Deliver a COBie spreadsheet and organized/structured operations and maintenance documents.

f. Submit BIM As-Built Model deliverables in the native BIM authoring software platform and version used by the AE. Autodesk Revit is the preferred model authoring software of GSA, and if another BIM software is proposed the CMc must provide a detailed BIM Execution and COBie Information Delivery Plan to demonstrate how the requirements of the GSA National BIM, CDX & COBie standard will be met with the alternative software, including data requirements of the GSA National BIM, CDX & COBie Standard .

g. Submit BIM deliverables in Navisworks (.nwc, .nwf, .nwd) and IFC formats.

h. Provide a digital Building Information Model (BIM) as-built asset that complies with the GSA National BIM, CDX & COBie Standard .

11. PROJECT RECORD DOCUMENTS

At a minimum the CMc shall update the Project Record Documents at the 30%, 60%, Substantial Completion, and Project Closeout construction complete basis to reflect as-built conditions, field changes, scope changes, or other changes to the design and construction documents. These updates shall be uploaded to PMIS per Division 01, Section 01 78 10, Project Record Documents.

12. CLARIFICATIONS/ REQUESTS FOR INFORMATION / CHANGE ORDERS

When any apparent conflict, ambiguity, error or omission is found within the Construction Documents, the CMc shall use the PMIS system to submit a written request for information (RFI) as soon as necessary documentation is completed, approximately 1 week. Each RFI must include a specific description of the issue requiring clarification; cite the specific related drawings, specification sections, and/or other contract documents requiring clarification; and, provide a

recommended solution. Upon receipt of the response to each RFI submitted, the CMc shall coordinate and document the response with all involved subcontractors to ensure understanding and appropriate action.

In the opinion of the CMc, if the response to an RFI could potentially result in a modification to the Contract, the CMc is directed to notify the CMa and GSA immediately, in writing, so that further evaluation can occur by GSA.

The *CMc* shall develop, update and issue an RFI matrix/log that will be a standing agenda topic at all Project Progress meetings throughout the life of the project.

13. PAYMENT REQUESTS

Provide an advance copy of the construction progress report to the CMa and GSA Project Manager within seven (7) calendar days prior to submitting the monthly payment request per specification section 012900.

14. CMc CONTINGENCY ALLOWANCE

The CMc shall develop and maintain a method for providing a real-time accounting of the CMc Contingency Allowance. Any such accounting shall be generated directly from the CPM schedule. The CMc shall make the document available to the Government in PMIS. At a minimum, the CMc shall review the status of the CMc Contingency Allowance with the GSA and the CMa monthly. During such monthly meetings, the CMc shall be able to accurately account for any and all expenses paid, or to be paid, using the CMc Contingency Allowance.

15. CONSTRUCTION EXCELLENCE PEER REVIEWS (CEPR)

The CMc shall attend and participate in three (3) CE PR, typically conducted at approximately 15%, 65%, and construction completion. Each CE PR is expected to last two (2) days and will be held at the project site. At a minimum, the CMc's Project Executive, onsite Project Manager and Superintendent shall attend and participate.

16. ART IN ARCHITECTURE INSTALLATION

The CMc shall perform all work necessary to coordinate the delivery and installation of the artwork that will be separately procured by GSA through the Art in Architecture program. Such work may include but is not limited to site preparation, structural elements, lighting and/or electrical elements, storage, and installation. The CMc shall designate one member of its team to serve as the Art-in-Architecture liaison to interact and coordinate with the A/E firm, artist, and GSA. The CMc shall include any and all work related to the Art in Architecture in the CPM schedule to avoid or mitigate the duplication of labor or the removal and reconstruction of construction work.

17. LESSONS LEARNED WORKSHOP

The CMc's key personnel shall attend and participate in a Lessons Learned session, typically conducted at approximately 90% construction completion. The session will be facilitated by others. The session is expected to last half (1/2) day to one (1) day and will be held at the project site.

NOTE for CMc/GC: At a minimum, the CMc's/GC's Project Executive, onsite Project Manager and Superintendent shall attend and participate.

18. COMMISSIONING

The CMc shall perform all functions, roles, responsibilities of the "construction contractor" as

further set forth and explained in the GSA Building Commissioning Guide, and of the "GC", or "contractor" as further set forth and explained in the Commissioning specification section 019113.

19. PRE-TURNOVER PROCESS

The CMc shall attend a one day pre-turnover meeting facilitated by the CxA. The meeting will be conducted approximately 60 days in advance of substantial completion. The purpose of this meeting is to review the requirements and activities of the Turnover process as described in the CMa-CxA SOW. (Reference Documents)

20. TURNOVER PROCESS

The CMc shall:

a. Conduct a pre-final inspection and prepare a punch-list prior to the AE and CMa completing their initial punch list.

b. Review all operations and maintenance (O&M) manuals, warranties, guarantees, and certificates to confirm they comply with the Construction Documents. Ensure this information is properly documented in COBie-compliant format.

c. Assist the GSA in conducting a pre-final walk-through with interested stakeholders, which may include but is not limited to tenant agencies.

d. After issuance of Substantial Completion (in part or whole), conduct a final inspection and prepare a punch-list documenting remaining work necessary to achieve Contract Completion.

e. Conduct follow-up inspections to resolve punch-list items, involving the AE, the CMa, tenant agencies and other stakeholders as appropriate.

21. FINAL RECORD DOCUMENTS

The CMc shall verify that the room numbering list complies with the COBie requirements set forth in the Contract Documents and matches the data structure of the GSA National BIM, CDX & COBie Standard requirements.

The CMc shall provide approved as-built drawings and specifications for AE development of record documents.

22. MATERIAL SAMPLES, ATTIC STOCK AND SPARE PARTS

As a condition for the GSA certification of substantial completion, the CMc shall provide an inventory list of all attic stock items, spare parts, and specialty tools to be turned over to the GSA at close-out.

23. PREPARATIONS FOR OCCUPANCY

The CMc shall coordinate the planning and scheduling of property management training with the GSA property management staff in accordance with specification section 018200 Demonstration and Testing, allowing sufficient lead time for the GSA to prepare for the training and to ensure that the appropriate personnel will be available.

The training shall be conducted on-site in the completed and fully operational facility using the actual equipment in place.

Include any available and suitable video material from manufacturers and suppliers in the training sessions.

Perform digital video recording of all training sessions. Edit and consolidate all video materials into a set of training videos suitable for use in training and retraining property management staff. Incorporate any manufacturer/supplier video material used in the training sessions. Submit the training video set for approval by the GSA.

The CMc shall participate with the GSA in conducting an inspection and walk-through with local emergency responders (fire/police).

The CMc shall assist the GSA in transferring control of the facility to the property manager, including keys and security/access control responsibility.

24. CONTRACT CLOSEOUT

The CMc shall assist the GSA in establishing a final breakdown of the total CMc contract amount into a core and shell component and TI and security components for each tenant (i.e. each client billing record) as per the PBS P-120 Public Building Service Cost and Schedule Management Policy and the Pricing Desk Guide.

END OF SECTION

V. ADMINISTRATIVE PROCEDURES

A. PRE CONSTRUCTION PROGRESS REVIEWS AND PAYMENTS

Within 15 calendar days of contract award, the CMc Contractor must provide, for GSA approval, a Pre Construction schedule of values (PCSO) against which monthly work progress must be measured and payments must be made. At a minimum, the PCSOV will be broken down by Submittal, Delegated Design, Design Assist and other tasks as described herein.

B. CONSTRUCTION PROGRESS REVIEWS, REPORTS, PAYMENTS & DELAYS

The CMc Contractor must furnish monthly progress reports, addressing completed/resolved issues and outstanding/awaiting resolution issues, to be used by GSA to ensure that information is forthcoming from the team and that the CMc Contractor is taking information provided to the next level of development. Refer to GSA 01 32 00 CONSTRUCTION PROGRESS

Upon receipt of each monthly progress report, GSA must hold a monthly progress review meeting with the CMc Contractor to review work to date against the progress payment schedule, identify any outstanding issues, and determine the amount of work completed as a basis for determining the monthly payment due. The CMc Contractor must submit monthly invoices to GSA based on the outcome of these progress review meetings.

The CMc Contractor must update the construction schedules monthly prior to each payment request and provide an advance copy of the construction progress report to GSA. The construction progress report must provide documentation evidencing the cost of work performed. Before submitting each payment request, the CMc Contractor must meet with GSA to review the advance copy of the construction progress report to ensure that GSA agrees as to the progress of the construction work and the value of the work completed. Based upon the agreed value of work completed, the CMc Contractor must submit monthly payment requests to GSA. Refer to GSA 01 29 00 PAYMENT PROCEDURES.

FY25 Template

Delays in schedule caused by the CMc Contractor, as determined by GSA, such as failure to provide timely and acceptable submissions, must not warrant an extension of the contract performance time. In the event of a CMc Contractor causing delay, the CMc Contractor must be responsible for taking all necessary actions to ensure that succeeding contract Stages, Phases, and submissions remain on schedule. In such an event, the CMc Contractor must submit for GSA approval a plan for getting back on schedule and a revised progress payment schedule. Refer to GSA 01 31 00 PROJECT MANAGEMENT & COORDINATION and GSA 01 31 10 PROSPECTUS CPM SCHEDULE SPECS

C. CONTRACT FINANCIAL CLOSEOUT

If the GMP has not been converted to a FFP, then the CMc submits a Final Settlement proposal an independent audit is required

Shared savings are determined and paid out during this process

In addition to any requirements set forth by Federal regulation, and GSA 01 29 00 PAYMENT PROCEDURES; the following are pre-conditions prior to the government making final payment to the CMc:

1. Satisfactory completion of the Final Post-Occupancy M&V Report.
2. Establishment of a final breakdown to the satisfaction of the CO of the total CMc contract amount into a core and shell component and TI and security components for each occupant (i.e. each client billing record).
3. Satisfactory turnover of all project records to the CO.
4. Return all government-issued security credentials to the CO.

D. TRAVEL, REPRODUCTION, AND DELIVERY

Unless otherwise indicated in this statement of work, the CMc Contractor is responsible for travel costs to support the requirements contained in this Statement of Work, including all progress meetings, workshops, reviews, and site visits. The CMc Contractor must assume all travel must be within the vicinity of the project site except as specifically indicated otherwise in the Statement of Work

Printing, reproduction and delivery costs necessary for execution of this contract must be included in the base contract price. Regarding the Commissioner's Concept Presentation, the cost of shipping the final physical model and all presentation materials to GSA Office of Design and Construction in Washington, D.C. must be included in the base contract price.

E. GROUNDBREAKING AND DEDICATION/RIBBON CUTTING CEREMONIES

The CMc Contractor must provide coordination and assistance *for delivering* both a Groundbreaking and a Dedication/ribbon cutting Ceremony with GSA.

1. The CMc must include the purchase of light refreshments, groundbreaking shovels, dedication plaques for the GSA and agency stakeholders.

2. Cost for printing banners, renderings for signage, posters, and invitations

3. Rental of chairs, tables, podiums, tent, AV equipment, etc.

F. SECURITY CLEARANCE AND MANAGEMENT

The CMc contractor will be responsible for security of the construction site. Prior to substantial completion field staff working on the project are not required to receive a HSPD-12 clearance. HSPD-12 clearances are required for any individuals entering the property post substantial completion for punchlist and closeout activities as well as for any individuals that will require accounts in the GSA PMIS (Kahua).

For individuals, receiving clearances, follow the below procedures.

a. Comply with all GSA and occupant agency security requirements to access and work with the site/buildings. See GSA 011400 WORK RESTRICTIONS for site-specific work restrictions, including HSPD-12.

b. Refer to FAR 52.204-9 GSA's HSPD-12 Personal Identity Verification and Credentialing Standard Operation Procedure (SOP). The required CMc Contractor Information Worksheet (CIW) forms will be supplied by the GSA Project Manager.

c. Return any individual's GSA-issued Project Badge and GSA Access Card (PIV) to the GSA Project Manager on or before an individual's last day of work or if any of the following conditions occur:

1) When the Contract is completed or terminated

2) When the individual GSA Access Card holder is no longer required by the CMc Contractor for contract performance

3) If the individual GSA Access Card holder's employment is completed or terminated by the CMc Contractor, or

4) If an unfavorable suitability determination has been made

d. Final payment will not be issued until all badges have been returned.

FY25 template

G. DOCUMENT SECURITY

The CMc Contractor must comply with the requirements for handling, disseminating, and storing Controlled Unclassified Information (CUI) (previously referred to as SBU building information) as identified in GSA Order PBS 3490.3.

END of SECTION

VI. OPR, EXHIBITS, DRAWINGS AND OTHER ATTACHMENTS

1. 2025 Core Building Standards
2. P-120, Public Buildings Service Cost and Schedule Management Policy Requirements, October 2022
3. Feasibility Study
4. Industry Day Presentation
5. OPERATIONAL EXCELLENCE CHECKLIST
6. OPERATIONAL EXCELLENCE NARRATIVE
7. DESIGN GUIDE FOR OPERATIONAL EXCELLENCE, 2019 AND 2024

END OF SECTION

FY25 template