REQUEST FOR PROPOSAL

SECTION 1: GENERAL INFORMATION & SUMMARY OF REQUIREMENT

This is a Request for Proposal (RFP) for commercial construction prepared in accordance with RFO Part 12 (Acquisition of Commercial Products and Commercial Services), RFO Part 36 (Construction and Architect-Engineer Contracts), and the labor standards of RFO Part 22.

The Solicitation number is 75F40126R00049.
The NAICS Code for this requirement is 236220 – Commercial and Institutional Building Construction.
The small business size standard for this NAICS code is $45.0M. The full table of size standards is available at: https://www.sba.gov/document/support-table-size-standards

Description of Requirement: The U.S. Food and Drug Administration (FDA) Office of Facilities Engineering and Mission Support Services (OFEMS) has a requirement to remove, replace, install, and commission exhaust and vacuum pump systems at the FDA Laboratory building located in Irvine, CA as outlined in the Section C: Scope of Work (SOW).

Construction Wage Determination CA20260024 dated ~~05/18~~07/14/2026 applies to this requirement.

SECTION 2: PERIOD OF PERFORMANCE

The Contractor shall achieve substantial completion within 222 calendar days after the Notice to Proceed (NTP), followed by a workmanship warranty of 12 months from the date of final acceptance (see 52.246-21, Warranty of Construction).

SECTION 3: CONTRACT LINE ITEMS (CLINs)

CLIN	Sub CLIN	Description	Qty	Unit of Issue	Unit Price	Extended Price
0001	—	Mobilization and pre-construction submittals	1	LS	$	$
0002	—	Vacuum Pump Replacement				
0002	000201	Existing Conditions Verification, Shutdown Planning and Demolition	1	LS	$	$
0002	000202	Vacuum Pump Equipment Furnishing and Delivery	1	LS	$	$
0002	000203	Vacuum Pump Installation, Piping, Controls and Electrical Connections	1	LS	$	$
0002	000204	Startup, Testing and Commissioning	1	LS	$	$
0003	—	Rm 2309 Exhaust System				
0003	000301	Demolition, Roof Penetrations and Preparatory Work	1	LS	$	$

CLIN	Sub CLIN	Description	Qty	Unit of Issue	Unit Price	Extended Price
0003	000302	Exhaust Fans, Ductwork, Supports and Material Furnishing	1	LS	$	$
0003	000303	Exhaust System Installation and Associated Construction	1	LS	$	$
0003	000304	BAS Integration, Startup and Functional Testing	1	LS	$	$
0004	—	TAB and Commissioning				
0004	000401	TAB Planning and Pre-Functional Activities	1	LS	$	$
0004	000402	TAB Services and System Verification	1	LS	$	$
0004	000403	Commissioning Reports and Acceptance Documentation	1	LS	$	$
0005	—	Final Inspection, Punch List Completion, Closeout Documentation, Training, O&M Manuals, As-Builts and Warranties	1	LS	$	$
		TOTAL				**$**

The Offeror shall complete and submit the pricing schedule provided as Attachment 4, Pricing Schedule. Do not price on this page; pricing submitted on this page will not be evaluated.

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

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

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

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

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

SECTION 4: POINTS OF CONTACT

4.1 Contracting Officer

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

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

4.2 Contract Specialist

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

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

4.3 Contracting Officer's Representative

The Contracting Officer's Representative (COR) for this contract is:

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

4.4 Contractor Points of Contact

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

Project Manager Name:
Email:
Phone:

Contracts Manager Name:
Email:
Phone:

SECTION 5: CONTRACT CLAUSES

5.1 Clauses Incorporated by Reference

52.252-2 Clauses Incorporated by Reference (Feb 1998)
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

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

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

Clause No.	Title	Date
52.212-4	Terms and Conditions—Commercial Products and Commercial Services (see Addendum to RFO 52.212-4 (Construction) in this section for construction tailoring)	Nov 2025
52.203-6 w/Alt I	Restrictions on Subcontractor Sales to the Government	June 2020; Nov 2021
52.203-17	Contractor Employee Whistleblower Rights	Nov 2025
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan 2017
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-10	Reporting Executive Compensation and First Tier Subcontract Awards	Nov 2025
52.204-13	System for Award Management—Maintenance	Nov 2025
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Nov 2025
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	Nov 2025

Clause No.	Title	Date
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov 2025
52.219-8	Utilization of Small Business Concerns	Nov 2025
52.222-3	Convict Labor	Apr 2026 (RFO DEV)
52.222-35	Equal Opportunity for Veterans	Apr 2026 (DEV)
52.222-36	Equal Opportunity for Workers with Disabilities	Apr 2026 (DEV)
52.222-37	Employment Reports on Veterans	Apr 2026 (DEV)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Apr 2026
52.222-50	Combating Trafficking in Persons	Apr 2026
52.222-54	Employment Eligibility Verification	Apr 2026 (DEV)
52.222-90	Addressing DEI Discrimination by Federal Contractors	Apr 2026 (RFO DEV)
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	Nov 2025
52.223-23	Sustainable Products and Services	Nov 2025
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	May 2024
52.229-12	Tax on Certain Foreign Procurements	Nov 2025
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	Oct 2018
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Mar 2023
52.233-1	Disputes	Nov 2025
52.233-3	Protest After Award	Nov 2025
52.233-4	Applicable Law for Breach of Contract Claim	Nov 2025
52.240-91	Security Prohibitions and Exclusions	Nov 2025
52.242-13	Bankruptcy	July 1995
52.242-14	Suspension of Work	Apr 1984
52.243-4	Changes	Jul 2025
52.244-6	Subcontracts for Commercial Products and Commercial Services	Nov 2025
52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation	Nov 2025
52.222-6	Construction Wage Rate Requirements	Apr 2026 (DEV)
52.222-7	Withholding of Funds	Apr 2026 (RFO DEV)

Clause No.	Title	Date
52.222-8	Payrolls and Basic Records	Apr 2026 (RFO DEV)
52.222-9	Apprentices and Trainees	Apr 2026 (RFO DEV)
52.222-10	Compliance with Copeland Act Requirements	Apr 2026 (RFO DEV)
52.222-11	Subcontracts (Labor Standards)	Apr 2026 (DEV)
52.222-12	Contract Termination—Debarment	May 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	May 2014
52.222-14	Disputes Concerning Labor Standards	Nov 2025
52.222-15	Certification of Eligibility	May 2014
52.236-2	Differing Site Conditions	Aug 2025 (RFO DEV)
52.236-3	Site Investigation and Conditions Affecting the Work	Aug 2025 (RFO DEV)
52.236-5	Material and Workmanship	Aug 2025 (RFO DEV)
52.236-6	Superintendence by the Contractor	Aug 2025 (RFO DEV)
52.236-7	Permits and Responsibilities	Aug 2025 (RFO DEV)
52.236-8	Other Contracts (if other contractors will work on site)	Aug 2025 (RFO DEV)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	Aug 2025 (RFO DEV)
52.236-10	Operations and Storage Areas	Aug 2025 (RFO DEV)
52.236-11	Use and Possession Prior to Completion	Aug 2025 (RFO DEV)
52.236-12	Cleaning Up	Aug 2025 (RFO DEV)
52.236-13	Accident Prevention	Aug 2025 (RFO DEV)
52.236-13 w/Alt I	Accident Prevention, with Alternate I (high-hazard or long-duration work)	Aug 2025 (RFO DEV)
52.236-15	Schedules for Construction Contracts	Aug 2025 (RFO DEV)
52.236-21	Specifications and Drawings for Construction	Aug 2025 (RFO DEV)

Clause No.	Title	Date
52.228-5	Insurance—Work on a Government Installation	Jan 1997
52.228-15	Performance and Payment Bonds—Construction	Jun 2020
52.232-5	Payments under Fixed-Price Construction Contracts	May 2014
52.232-27	Prompt Payment for Construction Contracts	Jan 2017
52.246-12	Inspection of Construction	Aug 1996
52.246-21	Warranty of Construction	Mar 1994
52.249-2 w/Alt I	Termination for Convenience of the Government (Fixed-Price), with Alternate I	Apr 2012; Sept 1996
52.249-10	Default (Fixed-Price Construction)	Apr 1984
HHSAR 352.237-75	Key Personnel	Dec 2015

5.2 Clauses Incorporated by Full Text:

Addendum to RFO 52.212-4 (Construction)

This is a commercial construction acquisition under RFO Part 12 and RFO Part 36. RFO 52.212-4 applies as the primary terms and conditions clause. For the construction work, the following clauses govern in lieu of the corresponding paragraphs of 52.212-4:

(a) Inspection and acceptance. 52.246-12, Inspection of Construction, governs in lieu of paragraph (b) of 52.212-4.

(b) Payment. 52.232-5, Payments under Fixed-Price Construction Contracts, and 52.232-27, Prompt Payment for Construction Contracts, govern in lieu of paragraph (i) of 52.212-4.

(c) Changes. 52.243-4, Changes, governs changes to the work in lieu of paragraph (d) of 52.212-4.

(d) Disputes. 52.233-1, Disputes, applies in addition to paragraph (e) of 52.212-4.

(e) Warranty. 52.246-21, Warranty of Construction, governs in lieu of the warranty provided at paragraph (o) of 52.212-4.

(f) Termination. 52.249-2, Termination for Convenience of the Government (Fixed-Price), with Alternate I, governs in lieu of paragraph (l) of 52.212-4, and 52.249-10, Default (Fixed-Price Construction), governs in lieu of paragraph (m) of 52.212-4.

All other paragraphs of RFO 52.212-4 remain in effect. Order of precedence is governed by paragraph (r) of 52.212-4.

(End of addendum)

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

(a) *Definitions*. As used in this clause—
Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is–
(i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101);
(ii) Sold in substantial quantities in the commercial marketplace; and
(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.
"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.
Cost of components means—
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.
Critical component means a component that is mined, produced, or manufactured in the United States and deemed critical to the U.S. supply chain. The list of critical components is at FAR 25.105.
Critical item means a domestic construction material or domestic end product that is deemed critical to U.S. supply chain resiliency. The list of critical items is at FAR 25.105.
Domestic construction material means—
(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-
(i) An unmanufactured construction material mined or produced in the United States; or
(ii) A construction material manufactured in the United States, if–
(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or
(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".
Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.
Foreign construction material means a construction material other than a domestic construction material.
Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.
Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.
Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.
"United States" means the 50 States, the District of Columbia, and outlying areas.
(b) Domestic preference.
(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows: None
(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-
(i) The cost of domestic construction material would be unreasonable.
(A) *For domestic construction material that is not a critical item or does not contain critical components*.

(1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;
(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)*(1)* of this clause.
(3) The procedures in paragraph (b)(3)(i)(A)*(2)* of this clause will no longer apply as of January 1, 2030.
(B) *For domestic construction material that is a critical item or contains critical components*.
(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.
(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)*(1)* of this clause.
(3) The procedures in paragraph (b)(3)(i)(B)*(2)* of this clause will no longer apply as of January 1, 2030.
(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or
(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
(c) Request for determination of inapplicability of the Buy American statute.
(1)
(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-
(A) A description of the foreign and domestic construction materials;
(B) Unit of measure;
(C) Quantity;
(D) Price;
(E) Time of delivery or availability;
(F) Location of the construction project;

(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute or Balance of Payments Program.
(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

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

Domestic construction material.	_____	_____	_____

[* *Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)*].
[*List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*]
[*Include other applicable supporting information.*]

HHSAR 352.203-70 Anti-Lobbying (JUN 2026) (RFO DEVIATION)

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

(a) Publicity or propaganda purposes;
(b) The preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself; or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself; or
(c) Payment of salary or expenses of the Contractor, or any agent acting for the Contractor, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.
(d) The prohibitions in paragraphs (a), (b), and (c) of this clause include any activity to advocate or promote any proposed, pending, or future federal, state, or local tax increase, or any proposed, pending, or future requirement for, or restriction on, any legal consumer product, including its sale or marketing, including, but not limited to, the advocacy or promotion of gun control.

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

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

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

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

identification card.

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

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

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

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

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

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

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

3. High risk level: Background Investigation.

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

(d) *Pre-screening of contractor employees*. The Contractor must pre-screen individuals designated for employment under any HHS contract by verifying minimal suitability requirements to ensure that only candidates that appear to meet such requirements are

considered for contract employment, and to mitigate the burden on the Government of conducting background investigations on objectionable applicants. The Contractor must exercise due diligence in pre-screening all employees prior to submission to HHS for agency access. HHS may decline to grant agency access to a contractor employee for reasons including, but not limited to—

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

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

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

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

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

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

(g) *Agency access denied*. Upon contract award, HHS will initiate the agency access procedure for all contractor employees requiring access to HHS facilities, sensitive information, controlled unclassified information, information systems, and other HHS resources for contract performance. HHS may deny agency access to any individual about whom an adverse suitability determination is made. Failure to submit the required security information or to truthfully answer all questions shall constitute grounds for denial of access. The Contractor must

not provide agency access to contractor employees until the COR or Contracting Officer provides notice of approval, which is authorized only by the PSC, or authorized HHS designee. Where a proposed contractor employee is denied agency access by the Government or, if for any reason a proposed application is withdrawn by the Contractor during the agency access process, the additional costs and administrative burden for conducting additional background investigations caused by a lack of effective pre-screening or planning on the part of the Contractor may be considered as part of the Contractor's overall performance evaluation.

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

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

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

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

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

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

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

(3) Immediately notify the COR or, if the COR is unavailable, the Contracting Officer when a

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

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

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

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

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

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

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

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

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

perform work under the contract.

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

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

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

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

(b) If necessary for performance of the contract, the Contractor may duplicate or copy less than 5,000 production units of only one page, or less than 25,000 production units in aggregate of multiple pages for the use of a department or agency. A production unit is defined as one sheet, size 8.5 x 11 inches, one side only, and one color. The pages may not exceed a maximum image size of 10 3⁄4 by 14 1⁄4 inches. This page limit applies to each printing requirement and not for all printing requirements under the entire contract.

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

HHSAR 352.223-70 Safety and Health (Dec 2015)

(a) To help ensure the protection of the life and health of all persons, and to help prevent damage to property, the Contractor shall comply with all Federal, State, and local laws and regulations applicable to the work being performed under this contract. These laws are implemented or enforced by the Environmental Protection Agency, Occupational Safety and Health Administration (OSHA) and other regulatory/enforcement agencies at the Federal, State, and local levels.
(1) In addition, the Contractor shall comply with the following regulations when developing and implementing health and safety operating procedures and practices for both personnel and

facilities involving the use or handling of hazardous materials and the conduct of research, development, or test projects:
(i) 29 CFR 1910.1030, Bloodborne pathogens; 29 CFR 1910.1450, Occupational exposure to hazardous chemicals in laboratories; and other applicable occupational health and safety standards issued by OSHA and included in 29 CFR part 1910. These regulations are available at *https://www.osha.gov/*.
(ii) Nuclear Regulatory Commission Standards and Regulations, pursuant to the Energy Reorganization Act of 1974 (42 U.S.C. 5801 *et seq.*). The Contractor may obtain copies from the U.S. Nuclear Regulatory Commission, Washington, DC 20555-0001.
(2) The following Government guidelines are recommended for developing and implementing health and safety operating procedures and practices for both personnel and facilities:
(i) Biosafety in Microbiological and Biomedical Laboratories, CDC. This publication is available at *http://www.cdc.gov/biosafety/publications/index.htm*.
(ii) Prudent Practices for Safety in Laboratories (1995), National Research Council, National Academy Press, 500 Fifth Street NW., Lockbox 285, Washington, DC 20055 (ISBN 0-309-05229-7). This publication is available at *http://www.nap.edu/catalog/4911/prudent-practices-in-the-laboratory-handling-and-disposal-of-chemicals*.
(b) Further, the Contractor shall take or cause to be taken additional safety measures as the Contracting Officer, in conjunction with the Contracting Officer's Representative or other appropriate officials, determines to be reasonably necessary. If compliance with these additional safety measures results in an increase or decrease in the cost or time required for performance of any part of work under this contract, the Contracting Officer will make an equitable adjustment in accordance with the applicable “Changes” clause set forth in this contract.
(c) The Contractor shall maintain an accurate record of, and promptly report to the Contracting Officer, all accidents or incidents resulting in the exposure of persons to toxic substances, hazardous materials or hazardous operations; the injury or death of any person; or damage to property incidental to work performed under the contract resulting from toxic or hazardous materials and resulting in any or all violations for which the Contractor has been cited by any Federal, State or local regulatory/enforcement agency. The report citing all accidents or incidents resulting in the exposure of persons to toxic substances, hazardous materials or hazardous operations; the injury or death of any person; or damage to property incidental to work performed under the contract resulting from toxic or hazardous materials and resulting in any or all violations for which the Contractor has been cited shall include a copy of the notice of violation and the findings of any inquiry or inspection, and an analysis addressing the impact these violations may have on the work remaining to be performed. The report shall also state the required action(s), if any, to be taken to correct any violation(s) noted by the Federal, State, or local regulatory/enforcement agency and the time frame allowed by the agency to accomplish the necessary corrective action.
(d) If the Contractor fails or refuses to comply with the Federal, State or local regulatory/enforcement agency's directive(s) regarding any violation(s) and prescribed corrective action(s), the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action (as approved by the Federal, State, or local regulatory/enforcement agencies) has been taken and documented to the Contracting Officer.

No part of the time lost due to any such stop work order shall form the basis for a request for extension or costs or damages by the Contractor.
(e) The Contractor shall insert the substance of this clause in each subcontract involving toxic substances, hazardous materials, or hazardous operations. The Contractor is responsible for the compliance of its subcontractors with the provisions of this clause.

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

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

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

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

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

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

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

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

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

in the contract will be the responsibility of the Contractor at its own expense.

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

(d) If this is an Indefinite-Delivery type contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the task/delivery order requests that include ICT supplies, products, platforms, information, documentation, or services support will define the specifications and accessibility standards for the order. In those cases, the Contractor shall be required to provide a completed HHS Section 508 Accessibility Conformance Checklist (see *https://www.hhs.gov/web/section-508/accessibility-checklists/index.html*) or an ACR (based on the VPAT see https://www.itic.org/policy/accessibility/vpat), and any other additional information necessary to assist the Government in determining that the ICT supplies, products, platforms, information, documentation, or services support conform to Section 508 accessibility standards. If it is determined by the Government that ICT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies, products, platforms, information, documentation, or services support to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

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

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

a. All invoice submissions for goods and/or services must be made electronically through the U.S. Department of Treasury's Invoice Processing Platform System (IPP).
http://www.ipp.gov/vendors/index.htm
b. Invoice Submission for Payment means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in RFO 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract, or the clause 52.212-4 Contract Terms and

Conditions – Commercial Products and Commercial Services included in commercial item contracts. The IPP website address is: https://www.ipp.gov

c. The Agency will enroll Contractors new to IPP. The Contractor must follow the IPP registration email instructions for enrollment to register the Collector Account for submitting invoice requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive a Registration email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3–5 business days of contract award for new contracts or date of modification for existing contracts.

Registration emails are sent via email from ipp.noreply@mail.eroc.twai.gov. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email to IPPCustomerSupport@fiscal.treasury.gov or phone (866) 973-3131.

The Contractor POC will receive two emails from IPP Customer Support. The first email contains the initial administrative IPP User ID. The second email, sent within 24 hours of the first, contains a temporary password. You must log in with the temporary password within 30 days.

If your company is already registered to use IPP, you will not be required to re-register.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment as authorized by HHSAR 332.7002, a written request must be submitted to the Contracting Officer to explain the circumstances that require the authorization of alternate payment procedures.

d. Invoices that include time-and-materials or labor-hour line items must include supporting documentation to (1) substantiate the number of labor hours invoiced for each labor category, and (2) substantiate material costs incurred (when applicable).

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

Direct Labor – include all persons, listing the person's name, title, number of hours worked, hourly rate, the total cost per person, and a total amount for this category;

Indirect Costs (i.e., Fringe Benefits, Overhead, G&A, Other Indirects) – show rate, base, and total amount;

Consultants (if applicable) – include the name, number of days or hours worked, daily or hourly rate, and a total amount per consultant;

Travel – include for each trip the name of the traveler, date, destination, transportation costs (including ground transportation separately), and per diem costs;

Subcontractors (if applicable) – include, for each subcontractor, the same data as required for the prime Contractor;

Other Direct Costs – include a listing of all other direct charges to the contract (e.g., office supplies, telephone, duplication, postage); and

Fee – amount as allowable in accordance with the Schedule and FAR 52.216-8 if applicable.

f. Contractor is required to attach an invoice log addendum to each invoice which shall include, at a minimum: (1) a list of all invoices submitted to date under the subject award, including invoice number, amount, and date submitted, as well as corresponding payment amount and

date received; (2) total amount of all payments received to date under the subject contract or order; and (3) for definitized contracts or orders only, total estimated amounts yet to be invoiced for the current, active period of performance.

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

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

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

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

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

SECTION 6: DESCRIPTION/SPECIFICATION/PERFORMANCE WORK STATEMENT

The requirements for this acquisition are set forth in the attached Scope of Work (SOW). See Attachment 1, IRV Exhaust_Vacuum Pump SOW. The following attachments are in support of the Scope of Work performance.

Attachment 2 - IRV Rm2309 Exhaust Specifications

Attachment 3- IRV Rm2309 Exhaust Design

Attachment 9 - HVAC & Plumbing As-Built Drawings and Architectural Floor Plans (14 files)

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SECTION 7 – WAGE DETERMINATION

The applicable Wage Determination is Construction Wage Determination CA20260024, Modification #~~3~~4, dated ~~05/18~~07/14/2026, covering Orange County in California. The full Wage Determination is attached as Attachment #5.

SECTION 8 – ATTACHMENTS

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

Attachments to the Scope of Work and to be incorporated into the resultant contract		
Attachment #	**Title**	**Date**
1	IRV Exhaust_Vacuum Pump_SOW	6/26/2026
2	IRV Rm2309 Exhaust Specifications	08/15/2025
3	IRV Rm2309 Exhaust Design	08/15/2025
4	Pricing Schedule	06/26/2026
5	Wage Determination CA20260024 Mod ~~03~~04	~~05/18~~07/14/2026
6	FDA Contractor Security Clearance Standards	10/2017
9	HVAC & Plumbing As-Built Drawings and Architectural Floor Plans Zip File (14 files)	08/2026
Attachments to the Solicitation only		
7	Past Performance Questionnaire (PPQ)	06/26/2026
8	RFP Question & Answer Template	06/26/2026

SECTION A SOLICITATION PROVISIONS

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

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

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

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

Provision No.	Title	Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sept 2024
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation	Jan 2017
52.204-7	System for Award Management—Registration	Nov 2025 (DEV)
52.212-2	Evaluation – Commercial Products and Services (see Section C for factors, subfactors, and methodology)	Nov 2025
52.219-1	Small Business Program Representations	Nov 2025
52.225-10	Notice of Buy American Requirement – Construction Materials	May 2014
52.229-11	Tax on Certain Foreign Procurements – Notice and Representation	Nov 2025
52.233-2	Service of Protest	Nov 2025 (DEV)
52.237-1	Site Visit	April 1984
52.240-90	Security Prohibitions and Exclusions Representations and Certifications	Nov 2025 (DEV)

Provisions Incorporated by Full Text

HHSAR 352.239-78 Information and Communication Technology Accessibility Notice (Feb 2024) (DEV)

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

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

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

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

(e) In order to facilitate the Government's determination whether proposed ICT services meet applicable Section 508 accessibility standards, offerors must provide enough information

to assist the Government in determining that the ICT services conform to Section 508 accessibility standards, including any underway remediation efforts addressing conformance issues.

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

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

Offeror Representations and Certifications Instructions

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

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

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

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

(a) The offeror certifies that-
(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
(i) Those prices;
(ii) The intention to submit an offer; or
(iii) The methods or factors used to calculate the prices offered.
(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a

sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

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

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

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—
(i) The Offeror and/or any of its Principals—
(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

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

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

(*1*) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
(*2*) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

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

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).
(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.
(End of provision)

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

(a) *Definitions*. As used in this provision—
Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission

Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means—
(1) The total value of all current, active contracts and grants, including all priced options; and
(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).
Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror □ has □ does not have current active Federal contracts and grants with total value greater than $10,000,000.
(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
(i) In a criminal proceeding, a conviction.
(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.
(iii) In an administrative proceeding, a finding of fault and liability that results in–
(A) The payment of a monetary fine or penalty of $5,000 or more; or
(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.
(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).
(End of provision)

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

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

SECTION B: INSTRUCTIONS TO OFFERORS

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

(a) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—

(1) The solicitation number;

(2) The name, address, telephone number of the Offeror;

(3) The Offeror's Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator;

(4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation;

(5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and

(6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.

(b) Period for acceptance of offers. The Offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.

(2) Any offer, modification, or revision received after the time specified for receipt of offers is "late" and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

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

(4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

(d) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with Offerors. Therefore, the Offeror's initial

offer should contain the Offeror's best terms. However, the Government reserves the right to conduct discussions, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.

(e) Debriefings. If a postaward debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

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

(3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award.

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

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

(End of provision)

Addendum to RFO 52.212-1

(b) Period for acceptance of offers. The Offeror agrees to hold the prices in its offer firm for **90** calendar days from the date specified for receipt of offers.

(f) Question Deadline. ***Monday, July 27, 2026.*** Submit all procurement-related questions in writing via email to the Contracting Officer and Contract Specialist identified in Section 4. Questions must be received by the deadline above to be considered.

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

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

- **Date/Time:** ***Wednesday, July 22, 2026 at 8:30AM PT***
- **Location:** FDA Pacific Southwest Laboratory, 19701 Fairchild Road, Irvine, CA
- **Point of Contact:** TBD provided upon site registration

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

Registration is required by ***Monday, July 20, 2026 at 12:00pm PT***. All firms who plan to attend must email the Contracting Officer and Contract Specialist to register and provide names of all attendees. All attendees must comply with facility security requirement, including providing U.S. Government issued ID upon check-in. Each offeror may provide the names of three (3) individuals who will attend.

Attendance is mandatory. Proposals from Offerors who do not attend the site visit will be rejected as considered unacceptable and ineligible for award. No exceptions will be granted.

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

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

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

Submit **four separate volumes**:
Volume I — Technical Proposal

Page Limit: 30 pages. Exclude all pricing from this volume. Address the following sections; order and headings shall match. *The Government intends to evaluate and make award without discussions (see 52.212-1(d)); accordingly, the Offeror should submit its best technical solution with its initial offer*. Responses shall be clear, specific, and sufficiently detailed to demonstrate a thorough understanding of the requirement and the feasibility of the proposed approach.

Section 1 — Construction Approach, Schedule, and Quality Control (20 pages total)

1A. Construction and Management Approach
The Offeror shall provide a narrative describing its technical and management approach for successfully executing the Irvine Laboratory Vacuum System Replacement and Room 2309 Exhaust System Project.

At a minimum, the narrative shall address:

- The Offeror's understanding of the project objectives, operational constraints, and critical success factors.
- The proposed approach for replacing the existing laboratory vacuum system and implementing N+1 redundancy while maintaining safe and uninterrupted facility operations.
- The proposed approach for installation of the Room 2309 exhaust system, including

coordination with the design documents, roof penetrations, structural coordination, equipment installation, and final system acceptance.
- The proposed approach for managing utility outages, maintaining continuity of laboratory operations, coordinating work within occupied spaces, and minimizing impacts to FDA personnel and mission activities.
- The proposed approach for integrating new equipment and controls with the existing Building Automation System (BAS), including controls coordination, startup, testing, balancing, commissioning, and functional verification activities.
- The proposed approach for managing subcontractors, suppliers, long-lead equipment procurement, commissioning personnel, testing and balancing personnel, and specialty trades.

Generic descriptions of construction processes, restatements of the Scope of Work, or boilerplate corporate capabilities statements are discouraged and will be evaluated less favorably than project-specific approaches demonstrating a clear understanding of the requirement.

Workshare Allocation Table
The Offeror shall submit a Workshare Allocation Table identifying the Prime Contractor and all major subcontractors proposed to perform work under the contract.

At a minimum, the table shall identify:
- Legal business name of each entity, including UEI;
- Major scope of work or technical discipline to be performed;
- Key capabilities or expertise provided by the entity;
- Estimated percentage of total contract value to be performed by each entity; and
- Identification of the entity responsible for critical project functions, including laboratory vacuum systems, laboratory exhaust systems, BAS integration, testing and balancing, commissioning, quality control, safety management, construction supervision, and outage coordination, as applicable.

The Workshare Allocation Table shall be consistent with the Offeror's proposed construction and management approach and clearly identify the organization responsible for performing and managing each major element of the work.

1B. Project Schedule and Risk Management
The Offeror shall submit a preliminary project schedule demonstrating completion of all contract requirements within the required period of performance.

At a minimum, the schedule shall identify major activities and milestones associated with:
- Submittals and approvals;
- Procurement and equipment delivery;
- Construction activities;
- Utility outages and operational coordination;

- BAS integration;
- Startup, testing, balancing, and commissioning;
- Training; and
- Closeout and turnover.

The Offeror shall provide a narrative describing critical path activities, major schedule risks, long-lead equipment procurement considerations, outage coordination requirements, commissioning activities, and the strategies the Offeror will employ to maintain schedule performance and successfully complete the project within the required period of performance.

1C. Quality Control, Safety, and Commissioning
The Offeror shall describe its approach for ensuring quality workmanship, safety compliance, successful startup, testing, commissioning, and project turnover.

At a minimum, the narrative shall address:

- Quality control organization and responsibilities;
- Safety management for construction activities performed within an occupied laboratory facility;
- Coordination of testing, adjusting, and balancing activities;
- Commissioning methodology and functional performance testing;
- Deficiency tracking and corrective action procedures; and
- Owner training, turnover, and closeout processes.

The Government is interested in the Offeror's project-specific approach for managing quality, safety, system integration, and commissioning activities associated with this requirement.

The Government will evaluate the extent to which the Offeror demonstrates a clear understanding of the project requirements and provides realistic, achievable, and low-risk approaches that increase the likelihood of successful project execution, minimize impacts to FDA operations, and support successful integration, testing, and commissioning of the laboratory vacuum and exhaust systems.

Section 2 - Project Team and Experience (Limit: 10 pages total)

The Offeror must identify the proposed project team who possesses the qualifications, technical competence and relevant experience to successfully oversee and ensure the performance of the full scope of work in the Scope of Work. At a minimum the team must include:

a. Project Executive
b. Project Manager
c. Quality Control
d. Construction Superintendent

e. Commissioning Provider

For each position, the Offeror must provide:

(a) Role on THIS project:

- Name and proposed project role.
- A description of the individual's proposed responsibilities and how the individual will contribute to the successful execution of the project.
- Identification of the specific project functions for which the individual will be responsible, such as project management, construction supervision, quality control, safety management, commissioning, startup and testing, laboratory exhaust system installation, laboratory vacuum system replacement, BAS integration, outage coordination, subcontractor management, or other relevant responsibilities.

(b) Relevant Project Experience

- Total years of relevant construction experience and years of experience in the proposed role.
- Relevant professional licenses, certifications, training, and specialized qualifications applicable to the proposed role.
- A narrative describing the individual's experience performing duties similar to those proposed under this contract, including experience with occupied facilities, laboratory environments, laboratory exhaust systems, laboratory vacuum systems, building automation system integration, testing and balancing, commissioning, and complex mechanical system installations, as applicable.
- Identification and description of two (2) to three (3) projects completed within the last five (5) years that demonstrate the individual's experience performing duties similar to those proposed for this project. The projects submitted shall be relevant to the individual's proposed role and shall include the project name, location, contract value, completion date, and a brief description of the individual's responsibilities and contributions.

The Government will evaluate the qualifications, experience, and demonstrated capability of the proposed key personnel to successfully perform the requirements of this project. Particular consideration will be given to experience involving laboratory facilities, occupied facility renovations, laboratory exhaust systems, laboratory vacuum systems, BAS integration, commissioning, startup and testing activities, and management of mission-critical building systems.

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

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

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

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

- Submit a minimum of three (3) and a maximum of five (5) projects.
- Projects must have been substantially completed within five (5) years of the solicitation issuance date.

Project Relevance Requirements

Submitted projects should demonstrate experience performing construction activities similar in scope, complexity, and technical characteristics to the requirements of this solicitation.

Relevant experience may include one or more of the following:

- Installation, replacement, modification, or upgrade of laboratory exhaust systems, laboratory vacuum systems, process exhaust systems, healthcare vacuum systems, HVAC systems, or other specialized mechanical systems.
- Construction activities performed within occupied, operational, or mission-critical facilities.
- Building Automation System (BAS) integration, controls programming, controls modifications, startup, testing, balancing, commissioning, and functional performance testing.
- Construction activities requiring utility shutdown coordination, continuity of operations planning, phased construction, or protection of ongoing facility operations.
- Installation, replacement, or modification of mission-critical mechanical, controls, ventilation, exhaust, vacuum, or related building systems.

The Government will evaluate the degree of similarity between submitted projects and the requirements of this solicitation. Particular consideration will be given to projects demonstrating successful performance involving laboratory exhaust systems, laboratory vacuum systems, or the integration of both systems within occupied and operational facilities. Additional consideration will be given to projects involving BAS integration, startup, testing, balancing, commissioning, and construction activities performed within laboratory, healthcare, pharmaceutical, research, or other mission-critical environments.

CPARS and Other Performance Information
The Government may evaluate past performance information obtained from:

- Contractor Performance Assessment Reporting System (CPARS);
- Federal Awardee Performance and Integrity Information System (FAPIIS), as applicable;
- Past Performance Questionnaires (PPQs); and
- Other sources available to the Government.

If available, Offerors must identify the CPARS associated with each submitted project.

Projects Without CPARS
If a CPARS evaluation is unavailable for a submitted project, the Offeror may submit a Past Performance Questionnaire (PPQ) (Attachment 7).

PPQs must:

- Be completed and signed by the project owner or an authorized representative with direct knowledge of contract performance; and
- Be submitted directly to the Contracting Officer or Contract Specialist by the individual completing the form no later than the date specified in the solicitation.

PPQs submitted by the Offeror will not be considered.

Project Performance Narrative
For each project, the Offeror shall provide a brief narrative describing:

- The scope of work performed and the project's relevance to this requirement.
- The Offeror's role and responsibilities, including the extent of self-performed work and management of subcontractors.
- Experience involving laboratory exhaust systems, laboratory vacuum systems, BAS integration, startup, testing, balancing, commissioning, or other specialized mechanical systems, as applicable.
- Schedule performance, including completion status and management of significant schedule challenges.
- Quality of project execution, including system startup, commissioning, turnover, and owner acceptance.
- Performance within occupied, operational, laboratory, healthcare, pharmaceutical, research, or other mission-critical environments, including utility outage coordination, continuity of operations, or minimization of operational impacts, as applicable.
- Safety performance and management of construction risks.

General statements of satisfactory performance without supporting project-specific information may be evaluated less favorably.

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

Disclaimer:

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

Volume III — Price (no page limit)

Pricing Schedule
Offerors shall submit a complete and fully responsive price response in accordance with this section and the attached Pricing Schedule (Attachment 4).

(a) Required Submission
The Offeror shall:
- Complete all line items in the Pricing Schedule (Attachment 4)
- Submit a complete and signed SF 1442, including acknowledgment of all amendments All line items must be priced. Failure to provide pricing for any required item may render the Offer unacceptable.

(b) Pricing Completeness and Responsibility
The Offeror's price shall:
- Include all labor, materials, equipment, supervision, and incidental costs required to complete the work
- Fully reflect the requirements of the drawings, specifications, and Scope of Work
- Be consistent with the Offeror's proposed construction approach, sequencing, and phasing.

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

(c) Price Schedule Compliance
The Price Schedule is structured to capture major elements/payment milestones of work for this project. Offerors shall:
- Ensure proposed pricing is consistent with the scope and requirements associated with each CLIN/SubCLIN.
- Allocate costs reasonably across all line items and avoid front-loading costs into early milestones, mobilization, or administrative activities.
- Avoid materially unbalanced pricing, including the significant overstatement or understatement of individual line items in relation to the work to be performed.
- Demonstrate an understanding that payment will be made only for completed and Government-accepted work in accordance with the contract payment provisions. The Government will not provide advance payments, prepayment for materials, or upfront financing for mobilization or other project costs.

Pricing shall demonstrate a clear understanding of the work, including vacuum system replacement, exhaust system construction, BAS integration, outage coordination, TAB, commissioning, project phasing, and work within an occupied laboratory facility.

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

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

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

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

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

Pricing shall account for all conditions affecting contract performance, including:
- Performance of work within an occupied and operational FDA laboratory facility;
- Coordination of laboratory vacuum system shutdowns, temporary utility requirements, and continuity of facility operations;
- Installation and integration of the replacement vacuum system, Room 2309 exhaust system, Building Automation System (BAS) interfaces, testing, adjusting and balancing (TAB), and commissioning activities;
- Site access restrictions, roof work, structural support requirements, work area containment measures, and coordination with Government personnel and facility operations; and
- All labor, materials, equipment, supervision, permits, testing, and incidental costs necessary to complete the work in accordance with the solicitation requirements.

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

SECTION C: EVALUATION

Basis for Award

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

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

Factor 1 — Technical Approach
Factor 2 — Project Team and Experience
Factor 3 — Past Performance
Factor 4 — Price

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

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

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

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

Addendum to RFO 52.212-2

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

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

Evaluation Factors
Offers will be evaluated using the following factors:
Factor 1 – Technical Approach
Factor 2 – Project Team and Experience
Factor 3 – Past Performance
Factor 4 – Price

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

EVALUATION CRITERIA

Factor 1 – Technical Approach
The Government will evaluate the extent to which the Offeror demonstrates a clear understanding of the project requirements and provides realistic, achievable, and low-risk approaches for successful contract performance.

Subfactor 1A – Construction and Management Approach
The Government will evaluate the Offeror's proposed approach for:
- Replacing the laboratory vacuum system and implementing N+1 redundancy;
- Installing the Room 2309 exhaust system;
- Managing utility outages and maintaining continuity of laboratory operations;
- Integrating equipment and controls with the existing BAS;
- Coordinating subcontractors, suppliers, specialty trades, testing and balancing personnel, and commissioning personnel; and
- Managing work within an occupied laboratory facility.

The Government will also evaluate the *Workshare Allocation Table* for consistency with the proposed approach and the assignment of responsibilities for critical project functions.

Subfactor 1B – Project Schedule and Risk Management
The Government will evaluate the proposed project schedule and schedule narrative for the extent to which they:
- Demonstrate a realistic and achievable plan for completing the project within the required period of performance;

- Identify critical path activities, long-lead procurement requirements, and schedule risks; and
- Provide effective strategies for managing outages, operational constraints, commissioning activities, and other schedule impacts.

Subfactor 1C – Quality Control, Safety, and Commissioning
The Government will evaluate the Offeror's approach for:

- Quality control management;
- Safety management within an occupied laboratory environment;
- Testing, adjusting, and balancing activities;
- Startup, commissioning, and functional performance testing;
- Deficiency tracking and corrective actions; and
- Training, turnover, and project closeout.

The Government will assess its confidence in the Offeror's ability to successfully perform the contract requirements based on the quality, completeness, realism, and project-specific nature of the proposed technical approach.

Factor 2 – Project Team and Experience
The Government will evaluate the qualifications, relevant experience, and demonstrated capability of the proposed project team to successfully perform the requirements of the project.

The evaluation will consider:

- The suitability of the proposed Project Executive, Project Manager, Quality Control Manager, Construction Superintendent, and Commissioning Provider to perform their proposed responsibilities;
- The relevance of each individual's experience, licenses, certifications, training, and specialized qualifications;
- The extent to which the proposed personnel demonstrate experience performing duties similar to those proposed under this contract;
- The relevance of the submitted project examples to the individual's proposed role and responsibilities;
- The extent to which the proposed personnel collectively demonstrate experience involving occupied facility construction, laboratory facilities, laboratory exhaust systems, laboratory vacuum systems, Building Automation System (BAS) integration, testing and balancing, commissioning, startup and testing activities, and management of mission-critical building systems, as applicable; and
- The extent to which the proposed team demonstrates the ability to successfully manage and execute the full scope of work.

Where Offerors propose combining roles, the Government will evaluate whether the proposed staffing approach demonstrates the ability to effectively perform and manage all required responsibilities.

The Government will assess its confidence in the Offeror's ability to successfully perform the contract requirements based on the qualifications, experience, and demonstrated capability of the proposed project team.

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

(a) Relevance
Projects lacking clear relevance will be rated less favorably.

(b) Performance Quality
The Government will evaluate performance based on:

- CPARS ratings and narratives
- PPQs (if applicable)
- Information from other Government databases and sources.

Evaluation will consider:

- Schedule performance, including long-lead equipment procurement, management of outages, procurement, and commissioning activities;
- Quality of workmanship and successful installation of mechanical and control systems;
- Safety performance;
- Performance in occupied and operational laboratories, research, healthcare, or other mission-critical facilities; and
- Successful startup, testing, balancing, commissioning, and turnover of building systems.

The Government will evaluate its level of confidence that the Offeror will successfully perform the requirements of this contract based on the relevance, recency, and quality of the Offeror's past performance on projects similar in size, scope, complexity, and operational constraints to the requirements of this solicitation.

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

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

Evaluation will include:

- Verification that all required line items are priced
- Assessment of price realism in relation to:
  - Laboratory vacuum system replacement requirements
  - Room 2309 exhaust system construction and integration requirements
  - BAS integration and commissioning requirements
  - Work within an occupied and operational laboratory facility

- Review for unbalanced pricing.

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

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

Evaluation Technique — Select Best-Suited, Then Negotiate

The Government anticipates selecting the best-suited Offeror from initial responses, without engaging in exchanges with Offerors. Offerors are strongly encouraged to submit their best technical solutions and price in response to this solicitation.

Once the Government determines the Offeror that is the best-suited (i.e., the apparent successful offeror), the Government reserves the right to communicate with only that offeror to address any remaining issues, if necessary, and finalize award with that offeror. These issues may include technical and price. If the parties cannot successfully address any remaining issues, as determined pertinent at the sole discretion of the Government, the Government reserves the right to communicate with the next best-suited offeror based on the original analysis and address any remaining issues. Once the Government has begun communications with the next best-suited offeror, no further communications with the previous offeror will be entertained until after award. This process shall continue until an agreement is successfully reached and award is made.