SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	47PB5126R0007	☐ SEALED BID *(IFB)* ☒ NEGOTIATED *(RFP)*	07/08/2026	1 189

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		KAHUA 41695

7. ISSUED BY CODE PQA	8. ADDRESS OFFER TO
PBS Office of Acquisition Management Capital Project Acquisition Delivery Division 1800 F Street NW Washington , DC 20405 USA	PQA PBS Office of Acquisition Management Capital Project Acquisition Delivery Division 1800 F Street NW Washington , DC 20405 USA

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(Include area code) (NO COLLECT CALLS)*
	Marsha Howard	817-505-8543

SOLICITATION

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

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

GSA Solicitation Number 47PB5126R0007
Construction Services for Specialized Mission Training Facility (SMTF), Laurel, Maryland

See Project Summary herein.

The range of this project is $260,000,000.00 - $290,000,000,000.00

A Bid Bond (Phase 2 requirement), Performance and Payment Bond (after award) are REQUIRED.

Phased Acquisition for Design-Bid-Build Procedures (This project is for construction only)
NAICS 236220

11. The contractor shall begin performance within 10 calendar days and complete it within 1095 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** Period of Performance ***).***

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? *(If "YES", indicate within how many calendar days after award in Item 12b.)*	12b. CALENDAR DAYS
☒ YES ☐ NO	10 days

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 2:00 PM (CST) ***(hour)*** local time 08/12/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

d. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER *(Must be fully completed by offeror)*

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

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

AMOUNTS ▶

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

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

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ▶ ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 3304(a) ( )
26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*		31a. NAME OF CONTRACTING OFFICER *(Type or print)* Marsha Howard	
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE

Construction Contract for: Specialized Mission Training Facility (SMTF), Laurel, MD

The Solicitation

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I. General Information

I.A. The Solicitation and Contract

(1) This Solicitation sets forth requirements for proposals for a Contract to construct the Project described in the Solicitation Documents. Proposals conforming to the Solicitation requirements will be evaluated in accordance with the Method of Award set forth herein. The Government will award the Contract to the selected Offeror, subject to the conditions set forth herein.

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

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

(4) This procurement is a Phased Acquisition for construction of the Specialized Mission Training Facility (SMTF) in Laurel, MD. Due to the nature of this procurement and associated security concerns, each offeror must sign a Non-Disclosure Agreement (NDA) prior to receiving Phase 2 documents. Phase 2 documents will NOT be posted to the Governmentwide Point of Entry (GPE). (See Paragraph I.G Receipt of Offerors for additional information)

I.B. List of Solicitation Documents

The Solicitation Documents are comprised of:

(1) Standard Form 1442 – Solicitation Offer and Award

(2) The Solicitation

(3) Design Bid Build Solicitation Narrative for the Specialized Mission Training Facility (SMTF)

(4) Proprietary Information Form (sample)

(5) Other Forms Required for Submission with Proposals

(6) The Agreement

(7) General Decision Number MD20260121 dated 06/04/2026

(8) The Scope of Work, Specifications, Drawings, Exhibits and other Attachments to the Agreement (via amendment to Phase 2 offerors after NDA signature)

I.C. Authorized Representatives

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

Authorized Representative Information:
Contracting Officer's Information
Name: Marsha Howard
Address: 819 Taylor Street, 11th Floor, Fort Worth, Texas
Telephone: 817-505-8543
Email: marsha.howard@gsa.gov

I.D. Pre-Proposal Conference

There will be a Virtual pre-proposal meeting for Phase 1.

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

Date: July 15, 2026
Time: 10:00 am CST / 11:00 am EST
Location: Virtual – contract Contracting Officer to be added to a Google Meet Invite

A site visit is anticipated to be scheduled for Phase 2 during the week of September 21, 2026. Oral Presentations are anticipated to be held between November 10 through November 20, 2026. A more definitive date and time will be sent via amendment.

I.E. Estimated Price Range

The estimated construction cost range is between $260,000,000.00 and $290,000,000.00.

I.F. FAR 52.228-1 Bid Guarantee (SEPT 1996) (Phase 2 requirement)

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

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.,* bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds—

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or $3,000,000, whichever is less.

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

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

I.G. Receipt of Offers

(1) Questions Regarding Phase 1: Submit questions regarding Phase 1 to the Contracting Officer on or before **July 22, 2026.** Questions shall be submitted to the following: marsha.howard@gsa.gov **AND** logan.bilcik@gsa.gov. Any responses provided by GSA will be posted on the Governmentwide Point of Entry (GPE) as an amendment to the solicitation.

(2) This procurement will be based on a phased evaluation approach and advisory short-list process. The advisory down-select process allows an offeror not recommended to proceed to the next phase to still participate in the next phase, and if so, will be considered for award. At the conclusion of an advisory down-select phase, the contracting officer will inform each offeror either (1) that it is invited to participate in the next phase; or (2) that, based on the information it has already submitted, it is unlikely to be a viable competitor along with the general basis for that opinion. However, the notice will not restrict any Phase 1 offeror from participating in the next phase. The Scope of Work, Specifications, Drawings, Exhibits and other Attachments to the Agreement will be provided to only those offerors from Phase 1 as a Google Document after submission of the SBU Document and verification the offeror is participating in the next Phase. The offeror must have a GACA account to receive these documents for Phase 2.

(3) In order to be considered for Phase 2, offers conforming to the requirements of the Phase 1 Solicitation must be received at the following office no later than **2:00 pm CST** on the following date and at the following address.

Date: **August 12, 2026**
Address: via email to ***marsha.howard@gsa.gov***

(4) In order to be considered for award, Phase 2 technical and price proposals conforming to the requirements of the Solicitation must be received at the following office no later than **2:00 pm CST** on the following date and at the following address.

Date: To be Determined (TBD)
Address: via email to ***marsha.howard@gsa.gov***

Electronic Submission of Proposals

Electronic Submission of Proposals: Offers must be received by the GSA Point of Contact (POC) listed herein on or before the date and time established for receipt of offers. The date and time of receipt will be established according to the Government computer system's documentation showing the exact official time of receipt by the GSA POC listed herein and not by the time the electronic proposal was sent by the Offeror or received by the GSA server. It is the Offeror's responsibility to ensure proposals are complete and submitted early enough to be received by the GSA POC before the deadline, and to confirm receipt before the deadline. Proposals or portions of proposals which are received by the GSA POC later then the time noted within will be rejected and will not be considered.

NOTE: The maximum file size is 25 MB. GSA has occasionally experienced delays in delivery of emails from the GSA server to an email account. Therefore Contractors/offerors need to plan accordingly.

WARNING: Pursuant to FAR 52.215-1(c)(3)(ii)(A) (GSA Class Deviation RFO-2025-15), an electronically submitted proposal that is received late will not be considered unless (1) it is received before award is made, (2) the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition and (3) it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals. FAR 52.215-1 (c)(3)(ii)(A)(1)(GSA Class Deviation RFO-2025-15).

II. Proposals

II.A. Proposal Contents

Proposals shall consist of the following documents, completed and executed in accordance with this Solicitation:

<u>Phase 1:</u>

1. Technical Proposal
2. Proprietary Information Agreement – see Attachment 1
3. Acknowledgement of Amendments to Solicitation (if any)
4. Other Documents as Required

Phase 2:

5. Price Proposal (submitted separately from Phase 2 Technical Proposal)
6. Technical Proposal (submitted separately from Phase 2 Price Proposal)
7. Representations and Certifications
8. Standard Form 24, Bid Bond
9. Subcontracting Plan
10. GSA Form 527 – Contractor's Qualification and Financial Information
11. Proprietary Information Agreement(s)
12. Acknowledgement of Amendments to Solicitation (if any)
13. Other Documents as Required

II.B. Proposal Format

Offerors responding to the Phase 1 solicitation notice shall submit one electronic version of the required technical information. The submission should be organized to correspond to the evaluation factors listed below. Phase 1 submissions must not exceed a total of 15 single sided on non-reduced 8-1/2" x 11" pages using font size 12 with 1" margins on all four sides. The cover letter, table of contents, section dividers, PPQs, Amendments and Proprietary Information Agreement form are excluded from this page count.

Offerors responding to the Phase 2 solicitation notice shall submit one electronic version of the required technical information. The submission should be organized to correspond to the evaluation factors listed below. Phase 2 submissions for the technical proposal must not exceed a total of 35 single sided on non-reduced 8-1/2" x 11" pages using font size 12 with 1" margins on all four sides. The cover letter, table of contents, section dividers, Amendments, Small Business Participation Commitment Document (SBPCD) and Proprietary Information Agreement form are excluded from this page count. The price proposal shall be one electronic document, separate from technical proposal but in the same email.

Acknowledgement of Amendments: Acknowledgement of receipt of all amendments must be included in your proposal.

All proposals must be current. GSA will evaluate all responses in accordance with the criteria stated in the solicitation notice. At the conclusion of Phase 2, GSA intends to award a contract to a single Offeror for all construction services pursuant to FAR Part 15 and 36 (GSA Class Deviations RFO-2025-15 and RFO-2025-36). To the extent

consistent with law, GSA may use artificial intelligence tools to assist in its review of proposals and/or documentation of Evaluations.

GACA Account: Vendors are required to create or use an existing GSA Affiliated Custom Account (GACA) for access to documents greater than 25MB. GACA Instructions are included as an attachment to this RFP. Once the account has been created, notify the GSA Contracting Officer, Marsha Howard, via marsha.howard@gsa.gov and GSA Contracting Officer's Representative (COR), Logan Bilchik, logan.bilchik@gsa.gov , to receive a link to the Google Drive folder containing all the RFP documents (i.e. Appendices and other Attachments to the SOW). At this time, the GACA account will be used for Phase 2.

II.C. Price Proposal (Phase 2 requirement)

(1) Contents

The Price Proposal shall consist of the SF 1442 and the Agreement, with prices and/or rates indicated for each price element shown on the pricing form included in Section II of the Agreement. Indicate the Base Contract Price, or if no such distinction is made, the Contract Price, in Block 17 of the SF 1442, which must be fully executed by the Offeror.

(2) Qualifications, Exclusions and Conditions

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

(3) Project Labor Agreement (PLA) Paired-Proposal Procedure

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

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

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

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

(4) Additional Proposal Requirements

- Contract Price Form (PLA pricing - mandatory) - completed and signed
- Contract Price Form (non-PLA pricing - permitted) - completed and signed
- All Amendments signed
- Bid Bond, SF 24

- Representations and Certifications
- Subcontracting Plan
- GSA Form 527
- List of Authorized Negotiators for the Offeror

II.D. Technical Proposal

The Technical Proposal shall include the information requested below for the non-price factors described in Section VI.

The list of the evaluation factors and relative importance for the overall evaluation across both phases is as follows:

<u>Phase 1</u>
Factor 1 – Prior Experience on Relevant Projects – 30%
Factor 2 – Past Performance on Relevant Projects – 25%

<u>Phase 2</u>
Factor 3 – Project Management Plan and Approach – 40%
Factor 4 – Small Business Utilization – 5%

Phase 1 proposals must address all Phase 1 evaluation factors stated herein. Any offeror whose Phase 1 proposal does not address the required criteria will not be further considered for award or permitted to submit a Phase 2 proposal.
For evaluation purposes, to be considered "Relevant Projects," projects should demonstrate similarity in size, type, and complexity, as identified below. Projects that clearly demonstrate more identified characteristics of size, type, and complexity will be deemed more relevant, and those that demonstrate fewer characteristics will be deemed less relevant. GSA will only evaluate projects substantially completed within the last ten (10) years:

- Size:
  - Total dollar value of the contract (awarded price and final contract price) of approximately $250 million or greater.
  - Construction of a facility over 100,000 square feet. For the purposes of this characteristic, a "facility" is defined as two or more structures combined within the same project, not including parking garages.
- Type:
  - Administrative building(s), such as classical-architecture government buildings.
  - Landscape and site civil work, architectural build-out, mechanical work, electrical work, plumbing work, audio-visual and informational technology systems, security systems, and work on fire protection systems.
- Complexity:
  - New construction:

- Constrained by security restrictions, including controlled access to the building site.
- Multi-Phased Construction Schedule over two (2) years
- High-visibility project with multiple stakeholders

GSA will give additional favorable consideration in determining project relevance for clear demonstration of the following project characteristics:

- Located in the Baltimore/Washington metropolitan area.
- Construction of a law enforcement training facility
- GSA projects
- U.S. Secret Service projects
- Facade work containing classical elements (e.g., pediment, portico)
- Offeror's role was as prime contractor

GSA will not consider the following project types to be relevant:

- Has not reached substantial completion within the last 10 years.
- Residential housing, warehouse projects or office renovations

PHASE 1 TECHNICAL FACTORS

A. FACTOR 1 - PRIOR EXPERIENCE ON RELEVANT PROJECTS

The Government will evaluate the offeror's prior experience in performing Relevant Projects as defined above.

Submittal Requirements

For each project presented in relation to this factor, the Offeror must explain how the characteristics of the submitted project relate to the characteristics of the project described in this solicitation. This section is limited to a maximum of fifteen (15) pages. For each project presented the Offeror shall submit the following data/information:

I. Project title
II. Location of project
III. Scope of work provided by the offeror
IV. The Offeror's level of authority on the project (prime contractor, joint venture partner, major subcontractor, etc.)
V. Total dollar value of the contract (awarded price and final contract price)
VI. Dollar value of the Offeror's effort on the project
VII. Type of contract (e.g. firm fixed price, cost reimbursable, incentive fee, award fee, time and materials, CMc, etc.)
VIII. Dates of contract start and completion
IX. Facility details, including type of facility, tenant mission and population, square footage, security level, LEED certification, etc.

X. A Narrative explaining how the characteristics of the submitted project relate to the characteristics of the project described in this solicitation.

Standard for Evaluation

This factor considers the Offeror's prior experience in providing similar work on relevant projects. The Offeror must demonstrate experience on up to 3 relevant projects substantially completed in the last ten years. Only the first three projects submitted will be the basis for the evaluation and additional projects will not be evaluated.

This factor will be evaluated based upon the written response to the solicitation by the Offeror. Relevant projects clearly demonstrating more similar characteristics will be rated more favorably than projects that are less similar. See definition of relevant projects above.

B. FACTOR 2 - PAST PERFORMANCE ON RELEVANT PROJECTS

This factor will measure the quality of the offeror's collective experience in performing relevant projects. The Government will utilize the project information submitted under Factor 1 Prior Experience on Relevant Projects to assess the relevance of work performed

Submittal Requirements

i. Two references, including name, address, telephone number, and email address for each project identified for the Projects submitted in Factor 1.

ii. Offerors shall have references to submit one Past Performance Questionnaire for each project identified in Factor 1 (see Attachment 2). To be considered, references must email the completed Past Performance Questionnaire (PPQ) to Marsha Howard at *marsha.howard@gsa.gov* by the date identified in the solicitation. The email subject line must contain the name of the offeror, the name of the reference and the solicitation number. PPQs submitted directly by an offeror will not be considered. The Government reserves the right to contact the identified references provided in an Offeror's proposal should a PPQ not be received by the date proposals are due.

Standard for Evaluation

In evaluating past performance, the SSEB may consider the following:

i. An assessment of the overall quality of past performance; record of conforming to contract requirements and to standards of good workmanship; the adherence to contract schedules, including the administrative aspects of performance; the responsiveness of management; the history of reasonable and cooperative behavior and commitment to customer satisfaction; the business-like concern for the

interest of the customer and; the Offeror's overall performance on their contracts.

ii. In addition to the information in the Offeror's proposal itself, the Government may consider information obtained through interviews with the Offeror's customers and/or the building's owner or a representative of the owner. The Government may consider the past performance of managers, key personnel or other affiliates playing a significant role in contract performance.

iii. In addition to any information contained in or referred to in the Offeror's proposal, the Government may consider the past performance of the offeror or its team members on any other projects performed within the past (10) years of which the Government has knowledge. The Government has no obligation to ensure that an equal number of references are obtained for each offeror.

iv. The Offeror's safety record will be a consideration under this factor and will be evaluated based upon responses to the PPQs.

v. An Offeror who has no record of past performance will receive a neutral rating for this factor.

Phase 2 proposals must address all Phase 2 evaluation factors stated in Section III.E.. Any proposal not addressing the required criteria may not be further considered for award.

PHASE 2 TECHNICAL FACTORS

C. <u>FACTOR 3 – PROJECT MANAGEMENT PLAN AND APPROACH</u>

This factor will be used to evaluate Offeror's understanding of the project as measured by its proposed management approach. It will include a written submission. GSA may require an oral presentation to supplement the written submission.

(1) <u>Written Plan</u> – The written Project Management Plan and Approach description is an opportunity for the offeror to demonstrate its project understanding by addressing the following topics:

- The offeror's overall approach to managing and delivering the project within the stated budgetary and time constraints
- Significant project risks and their mitigation
- Quality control
- Site logistics
- Schedule management including long lead procurement strategy and a high-level milestone schedule
- Cost and change management

(2) Oral Presentation (If Deemed Necessary) – To allow offerors an opportunity to further demonstrate their project understanding and abilities, the Government may invite offerors to give oral presentations to augment the written information submitted under this factor. The oral presentation will be held in-person in Philadelphia, PA or as otherwise agreed to by GSA and the offeror.

Submittal Requirements

The Project Management Plan and Approach must include the requested information identified below. This section is limited to 25 pages.

Written Submission

A. **Narrative -** Provide a narrative (that may include flowcharts, spreadsheets, diagrams etc.) describing the Offeror's approach to collaboration, integration, planning, organizing and controlling execution of the construction on the project. The narrative must address the following items and shall not exceed 15 pages:

1. Provide a detailed description of the Offeror's project specific management approach that promotes delivery of an excellent quality project on time and on budget. The description must address the Offeror's approach to managing the project to meet or exceed performance criteria.

2. Provide a discussion of the most significant risks associated with this project and how the offeror proposes to mitigate these risks. Additionally, define the critical material supply chain issues and the offer's plan to address them.

3. Describe the Offeror's approach to Change Management. Include in the description how the offeror intends to manage the responsibilities of its subcontractors to keep the process moving expeditiously. Describe the approach to change management with regards to government-initiated changes and how the schedule will be evaluated in relation to those changes. Provide a statement verifying that the Offeror has a Dispute Resolution Plan, which shall be provided to the Contracting Officer immediately upon request.

4. Describe the Offeror's approach to coordination of subcontractors and suppliers. Address how the approach will minimize installation conflicts and ensure that specified products, and installation means and methods comply with contract requirements.

5. Describe the Offeror's Quality Control plan (QCP). The QCP should describe the Offeror's methodology for controlling quality during construction and should demonstrate the Offeror's understanding of the high level of quality expected on a project of this type. Address how the superintendent and quality control manager will work together and how they will work alongside the quality assurance manager from the construction manager as advisor.

6. Describe the Offeror's approach to safety on this project.

7. Describe the Offeror's plan for meeting the requirement of providing security clearances for all personnel and controlling access to the construction area. Address how the offerors will ensure that subcontractors provide timely clearance information so as not to delay the contract.

8. Describe the Offeror's plan for managing the movement of materials, personnel, and equipment, optimizing space and timing to ensure safety, efficiency, and productivity. Address site layout and sequencing of work for the duration of the project.

9. Describe the Offeror's plan for monitoring progress, reporting updates, and controlling schedule deviations to ensure on-time delivery. Address the offeror's long lead procurement strategy and include a high-level milestone schedule.

10. Describe the Offeror's approach to escalating issues. Define the criteria for escalating issues, including the specific triggers that will initiate escalation, and the defined chain of communication for escalation within the Offeror's team and to the Government. Include expected timelines for resolution at each level. Include how the Offeror's team will involve other contracting entities (i.e. AE and CMa) to aid in the resolution.

B. **Organization Chart, Staffing Matrix and Resumes of Key Personnel -** Provide an expanded organization chart and staffing matrix to include key personnel, any supplemental key personnel, or other significant resources for the Offeror's delivery strategy. At a minimum, provide resumes for the following key personnel (resumes should be no more than 2 pages and include education, certifications, and a brief description for each relevant* project referenced) and shall not exceed 10 pages:

I. Project Executive
II. Project Manager
III. Construction Superintendent
IV. Quality Control Manager

Standard for Evaluation

This standard is met when all required items under Factor #3 – Project Management Plan and Approach are submitted (Management Plan shall not exceed 15 pages. The resumes do not count toward the page limitation. Each resume shall not exceed 2 pages).

More favorable consideration may be given to proposed approaches to planning, organizing and controlling the execution of the construction services on the project that, in the government's view, clearly enhance the likelihood of successful completion of the project on time, on budget, and within quality expectations.

The more an offeror clearly demonstrates that proposed key personnel have the capacity to meet project requirements, the more favorably it may be evaluated. Offerors that propose a team that have worked together on the projects presented in Factor 1 may be evaluated more favorably.

D. FACTOR 4 – SMALL BUSINESS PARTICIPATION

All offerors shall provide the following information and substantiating documentation to demonstrate how they will meet the requirements below. This required information will be used to evaluate the extent of their proposed participation/commitment to use U.S. small businesses in the performance of this project. Offerors shall use the Small Business Participation Commitment Document (SBPCD) (Attachment B) in proposing the required information. These requirements will be incorporated into any resulting contract(s) as specified below. All supporting documentation is excluded from the page limitations but shall not exceed 10 pages.

1. Prime Offeror's Size: Identify the applicable size and applicable socioeconomic categories for the PRIME offeror when submitting your proposed SBPCD. Include this information within the initial section of the proposed SBPCD and check all applicable boxes.

2. The prime offeror proposed quantitative participation in terms of a percentage of the value of the total acquisition (total contract value).

3. The small business concerns (SBC) as defined in FAR Part 19 that are to be used in your proposed approach to satisfying the requirements of this RFP for the entire performance period, including company name, business category(ies), description of products or services and NAICS code to be provided by each SBC and the nature of the commitment with the SBC (i.e., letter of commitment, joint ventures, mentor protégé agreements, others).

4. Binding commitments shall become enforceable, contractual requirements. The work to be performed directly by a small business prime offeror shall be evaluated as Small Business Participation. Small business prime offerors shall include their information as outlined above. SBPCD enforceable, contractual requirements shall require periodic progress reporting to facilitate government monitoring after award. Offerors are to propose semiannual reporting for the requirements documented on the SBPCD (format as agreed upon between contractor and government upon award).

All offerors will be evaluated on the extent of proposed participation of/commitment to use U.S. small businesses in the performance of this acquisition relative to the objectives and requirements established herein. The Government will evaluate the following to determine if the offeror met or exceeded the requirements.

1. The extent to which firms as defined in FAR Part 19 are specifically identified in proposals.

2. The extent to which offerors demonstrate substantive commitment to small business firms, such as, letters of commitment, Joint Ventures, mentor/protégé agreements, or other demonstrations of commitment (i.e. binding commitments will become enforceable/contractual requirements)

3. Identification of the type and variety of the work small firms are to perform (i.e., binding commitments will become enforceable/contractual requirements)

4. The extent of participation of small business subcontractors in terms of the value of the total acquisition (total contract value) (i.e., binding commitments will become enforceable/contractual requirements).

5. The extent to which the offeror has successfully validated their small business participation commitment.

6. Provide information on any awards you received within the past three years for outstanding support to HUBZone, SB, SDB, WOSB, VOSB, or SDVOSB firms. Include the total dollar value and the dollar value percentage of work (of total contract value) subcontracted to LB, HUBZone, SB, SDB, WOSB, VOSB, or SDVOSB firms for each contract referenced in this proposal. If subcontracting was not used on submitted contracts, provide an explanation as to why for each category.

II.E. Other Information to Submit with Proposal

(1) Representations and Certifications

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

(2) Qualifications of Offerors

Offerors submitting a proposal in response to this Solicitation shall submit with their proposal evidence of their financial responsibility and capacity to perform the Contract. Offerors shall submit this information on GSA Form 527 – Contractor's Qualifications and Financial Information. Where applicable, points of contact, including names and telephone numbers, are required for all contracts listed.

(3) Proprietary Information Agreement(s)

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

> An amendment will be issued to identify the individuals who will be authorized to access your firm's proprietary information and assist the government in performing advisory and assistance services.

Pursuant to FAR Part 9.505-4(b) (GSA Class Deviation RFO-2025-09), A contractor that gains access to proprietary information of other companies in performing advisory and assistance services for the Government must agree with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. The contracting officer must obtain copies of these agreements and ensure that they are properly executed.

II.F. Requirements of Joint Venture Offerors

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

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

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

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

III. General Provisions

III.A. Availability of Funds

Issuance of this Solicitation does not warrant that funds are presently available for award of a Contract. Award of the contract shall be subject to the availability of appropriated funds, and the Government shall incur no obligation under this Solicitation in advance of such time as funds are made available to the Contracting Officer for the purpose of contract award.

III.B. Requests for Clarification or Interpretation

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

III.C. Notice to Small Business Firms

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

III.D. Information Concerning the Disclosure of Solicitation Results

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

made available until after award except as provided by FAR Part 15 (GSA Class Deviation RFO-2025-15).

III.E. Notice Concerning Preparation of Proposals

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

III.F. Bond Requirements

If a bid guarantee is required to be submitted with your offer, any contract awarded will require a performance bond and payment bond as specified in the Agreement. Offerors who utilize individual sureties should note the requirement for a certified, audited, financial statement for each person acting as an individual surety under clause FAR 52.228-1 Bid Guarantee and the requirements of clause FAR 52.228-11 Individual Surety-Pledge of Assets.

III.G. Contractor Performance Information

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

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

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

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

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

the name and email address of the person that will be responsible for the CR role on your award.

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

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

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

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

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

III.I. INFORM

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

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

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

B. Detailed Description of the INFORM Process

B.1. Component 1 - Notification of Shortlisted Offerors/Notification of Award

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

After notification of shortlisted offerors (Phase 1 Offerors) and after award (Phase 2 Offerors) and in accordance with any post-award notification timeframes required by regulation (i.e., FAR 15.207-2(b) (GSA Class Deviation RFO-2025-15) and 16.507-5(c) (GSA Class Deviation RFO-2025-16)), the contracting officer will issue written notices to the successful and unsuccessful offerors (the Notification Letter and Evaluation Statement (NLES)). The notices will contain:

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

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

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

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

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

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

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

- Primary point of contact;
- List of participants with titles (e.g., Senior Vice President);

- List of topics to assist GSA better prepare for the oral feedback meeting; and
- Preference for in-person, telephone, or web-based conferencing (if available).

B.3. Component 3 - Oral Feedback Meeting

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

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

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

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

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

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

IV. FAR/GSAR Solicitation Provisions

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

(a) Definitions. As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does

not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the

proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

(End of Provision)

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

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

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

__ (1) The Offeror certifies that–

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

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report

is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

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

(d) Do not submit an offer unless—

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

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

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

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

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

(End of provision)

FAR 52.216-1 Type of Contract (NOV 2025) (GSA Class Deviation RFO-2025-16)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

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

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

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

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

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

(End of provision)

FAR 52.225-11 Buy American-Construction Materials under Trade Agreements.
(NOV 2025)

(a) *Definitions*. As used in this clause—
Caribbean Basin country construction material means a construction material that—
(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item—
(1) Means any item of supply (including construction material) that is–
(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);
(ii) Sold in substantial quantities in the commercial marketplace; and
(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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

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

Cost of components means—
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

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

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

Designated country means any of the following countries:
(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);
(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);
(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

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

Domestic construction material means—
(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-
(i) An unmanufactured construction material mined or produced in the United States; or
(ii) A construction material manufactured in the United States, if—
(A) The cost of its components mined, produced, or manufactured in the United States exceeds 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.

Free Trade Agreement country construction material means a construction material that-
(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new

and different construction material distinct from the materials from which it was transformed.

Least developed country construction material means a construction material that-
(1) Is wholly the growth, product, or manufacture of a least developed country; or
(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners. *Steel* means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.
WTO GPA country construction material means a construction material that-
(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C.1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.
(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.
(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:
[*Contracting Officer is to list applicable excepted materials or indicate "none"*]
(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that-
(i) The cost of domestic construction material would be unreasonable.

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

(B) *For domestic construction material that is a critical item or contains critical components*.(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.
(2) [Reserved]
(3) [Reserved]
(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or
(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-
(A) A description of the foreign and domestic construction materials;
(B) Unit of measure;
(C) Quantity;
(D) Price;
(E) Time of delivery or availability;
(F) Location of the construction project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate

adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.
(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

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

Domestic construction material. _____ _____ _____

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

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

[Include *other applicable supporting information.*]

(End of clause)

Alternate II (OCT 2022). As prescribed in 25.602 (c)(4) substitute the following sentence for the first sentence of paragraph (1)(ii)(A) of the definition of *domestic construction material* in paragraph (a):

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 65 percent of the cost of all its components.

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

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

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

(c) Evaluation of offers.(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.
(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.
(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-
(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
(ii) May be accepted if revised during negotiations.

(End of provision)

Alternate I (MAY 2014*)*. As prescribed in 25.602(d)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision:
(b) *Requests for determination of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American statute shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11.

Buy American Exceptions

For Buy American exceptions, if any, see the applicable Buy American clause in Section IV of the Agreement.

FAR 52.233-2 Service of Protest (NOV 2025) (GSA CLASS DEVIATION RFO-2025-33)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

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

(End of provision)

FAR 52.240-90 Security Prohibitions and Exclusions Representations and Certifications (NOV 2025) (GSA Class Deviation RFO-2025-09)

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

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

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

Marginalized populations of Sudan means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

(b) Procedures.

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

(2) FASCSA Orders.

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

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

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

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

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

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

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

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

(f) Iran Representation and Certifications.

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

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

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

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

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

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

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

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

(g) Disclosure.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

(End of provision)

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

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

Federal Acquisition Regulation

(End of Provision)

The following provisions are incorporated by reference:

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

GSAR Clause 552.102 Incorporating Provisions and Clauses

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.

Small Business Subcontracting Plan

A Small Business Subcontracting Plan, as required under FAR 52.219-9 (GSA Class Deviation RFO-2025-19), **is required** to be submitted with offers.

Project Labor Agreement (PLA)

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

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

(b) Offerors must—

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

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

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

(1) Bind the Offeror and subcontractors engaged in construction on the construction project to comply with the project labor agreement;
(2) Allow the Offeror and all subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;
(3) Contain guarantees against strikes, lockouts, and similar job disruptions;
(4) Set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the term of the project labor agreement;
(5) Provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health; and
(6) Fully conform to all statutes, regulations, Executive orders, and agency requirements.

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

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

(End of Provision)

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

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

(b) Within 30 days following receipt of written notification to the apparent successful offeror by the Contracting Officer, the apparent successful offeror shall furnish the Contracting Officer with a copy of an executed project labor agreement that meets the requirements of this Section. If, for any reason, the apparent successful offeror fails to furnish such project labor agreement within the time

stated above, the Government may, in its sole discretion, eliminate the proposal from consideration and select the next apparent successful offeror.

Additional Provisions

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

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

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

(a) The Government may exercise any option in writing in accordance with the terms and conditions of the contract within 120 calendar days of contract award.
(b) If the Government exercises the option, the contract shall be considered to include this option clause.

(End of clause)

V. Instructions and Clauses

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) The RFP number;

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

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

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

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

(End of provision)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

Covered telecommunications equipment or services means—

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

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

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

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

Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented

information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

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

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

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

(i) Of that equipment; or

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

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

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

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

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

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

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

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

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

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

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

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

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

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

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

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

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

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Prohibition. The Contractor is prohibited from—

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

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

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

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

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

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

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

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

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

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

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

(2) Office of Foreign Assets Control Restrictions.

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

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

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

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

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

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

(4) Iran prohibitions.

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

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

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

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

(e) Governmentwide exclusion and removal orders.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

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

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

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

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

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

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

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

(h) General report.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

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

(i) New FASCSA orders report.

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

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

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

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

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

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

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

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other

contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

(End of clause)

Alternate I (NOV 2025).

(e) Governmentwide exclusion and removal orders.

(1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (e)(1).

Yes □ No X DHS FASCSA Order

Yes □ No X DoD FASCSA Order

Yes □ No X DNI FASCSA Order

(End of clause)

V.D. Security Requirements - see requirements within Division 01 specifications

V.E. Additional Clauses – Not applicable

VI. Method of Award

VI.A. Evaluation of Offers

(1) The Government will award a contract resulting from this Solicitation to the responsible Offeror whose offer conforming to the Solicitation will be the best value to the Government, Total Evaluated Price and other factors considered. In addition to Total Evaluated Price, the following non-price factors shall be used to evaluate offers:

<u>Phase 1</u>
Factor 1 – Prior Experience on Relevant Projects – 30%
Factor 2 – Past Performance on Relevant Projects – 25%

<u>Phase 2</u>
Factor 3 – Project Management Plan and Approach – 40%
Factor 4 – Small Business Utilization – 5%

(2) Non-Price Factors, when combined, are significantly more important than Total Evaluated Price.

(3) Tradeoff Information: Offerors are evaluated for award based upon a best value trade off concept of their proposals.

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

(5) To the extent consistent with law, GSA may use artificial intelligence tools to assist in its review of proposals and/or documentation of evaluations.

VI.B. Determination of Responsibility

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

VI.C. Price Reasonableness

The proposed prices will be evaluated for reasonableness. Price reasonableness determines whether an Offeror’s price is too high. Analysis of price proposals will be performed using one or more of the techniques defined in FAR 15.404 (GSA Class Deviation RFO-2025-15) in order to determine price reasonableness. Normally, price reasonableness is established through adequate price competition but may also be determined through price analysis techniques as described in FAR 15.404-1 (GSA Class Deviation RFO-2025-15). Notwithstanding anything to the contrary in this solicitation and for the avoidance of doubt, the Government will **not** perform a price realism analysis of the Offeror’s proposal.

VI.D. Unbalanced Prices

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

offer may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

VI.E. Total Evaluated Price

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s). Total Evaluated Price shall be calculated using the prices and formula indicated in the Phase 2 Price Proposal Form.

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

If the price premium is reasonable, the evaluated PLA price will be used in the best value tradeoff. Because the evaluated price already considers the value of PLAs, no further credit will be given in the cost-technical tradeoff.

The evaluated PLA price will be calculated by reducing the proposed PLA price by the lesser of 10% or $15 million. PLA price premiums in excess of the lesser of 10% or $15 million may be found non-reasonable.

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

Shown below are examples of how the PLA Paired-Proposal Procedure will be applied.

Offeror	PLA Proposed	Reduction Applied	PLA Evaluated	Non-PLA Proposed	Tradeoff Price	Comment
A	$140,000,000	10% ($14,000,000)	$126,000,000	$127,000,000	PLA Price $126,000,000	Evaluated price reduced 10%. PLA price used.
B	$160,000,000	$15,000,000	$145,000,000	$155,000,000	PLA price $145,000,000	A 10% reduction would be $16 million. Reduction capped at $15 million. PLA price used.
C	$200,000,000	$15,000,000	$185,000,000	$150,000,000	$150,000,000	Premium for PLA is not reasonable. Non-PLA price used.
D	–	–	–	$138,000,000	Not eligible	Did not propose a PLA price

VI.F. RESERVED

VI.G. Evaluation of Joint Venture Offerors

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

ATTACHMENT 1

Note: This Proprietary Information Agreement is provided as a sample only. GSA is not a party to the Proprietary Information Agreement. The contents of such agreements may differ based on negotiations between the parties, subject to the requirements in FAR 9.505-4(b) (GSA Class Deviation RFO-2025-09).

Proprietary Information Agreement

This Proprietary Information Agreement is entered into between [Name of GSA Consultant] ("Consultant") and [Name of Offeror] "Offeror" related to GSA Solicitation No. [Solicitation #] ("Solicitation").

Consultant has been retained by GSA to perform advisory and assistance services for the Government in relation to the Solicitation and resultant contract award.

Consultant and its employees may gain access to proprietary information of the Offeror in its performance of advisory and assistance services for the Government. Access to proprietary information is authorized only to the extent that such information is necessary to enable Consultant to advise and assist the Government on this solicitation and resultant contract award.

Pursuant to Federal Acquisition Regulation (FAR) 9.505-4(b), Consultant agrees to (1) protect the Offeror's information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrains from using the information for any purpose other than that for which it was furnished.

_____ _____
[Consultant] Date
[Name, Title]

_____ _____
[Offeror] Date
[Name, Title]

ATTACHMENT 2

PBS PAST PERFORMANCE QUESTIONNAIRE

CONTRACT INFORMATION *(Contractor/Offeror to complete Blocks 1-4)*

1. CONTRACTOR/OFFEROR INFORMATION

Firm Name:
Address:
Phone Number: UEI Number:
Contact Name
Email Address: : Contact Phone Number:

2. GENERAL WORK INFORMATION

Work performed as: ☐ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Please explain):

Percent (%) of project work performed:
If a subcontractor, who was the prime (Name/Phone #):

3. CONTRACT INFORMATION

Contract Number:
Delivery/Task Order Number (if applicable):
Contract Type: ☐ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please explain)
Contract Title:
Contract Location:

Award Date (mm/dd/yy):
Contract Completion Date (mm/dd/yy):
Actual Completion Date (mm/dd/yy):
Explain Differences:

Original Contract Price (Award Amount):
Final Contract Price (*to include all modifications, if applicable*):
Explain Differences:

4. PROJECT DESCRIPTION

Complexity of Work: ☐ High ☐ Med ☐ Routine
How is this project relevant to project of submission? (*Please provide details such as similar equipment, requirements, conditions, etc.*)

INSTRUCTIONS FOR CLIENTS COMPLETING THIS QUESTIONNAIRE: PBS requests that the client completes this questionnaire and submits it directly back to the offeror. The offeror will submit the completed questionnaire to PBS with their proposal, and may duplicate this questionnaire for future submission on PBS solicitations. Clients are highly encouraged to submit questionnaires directly to the offeror. However, questionnaires may be submitted directly to PBS. Please contact the offeror for PBS POC information. The government reserves the right to verify any and all information on this form.

Use the following adjective ratings and definitions in your evaluation of the Contractor's performance.		
RATING	**DEFINITION**	**NOTE**
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

TO BE COMPLETED BY CLIENT

CLIENT INFORMATION						
Client Point of Contact Information Name: Title: Phone Number: Email Address: **Project Information** Contract Type: Contract Title: Contract Location:						
Describe your role in the project:						
Date Questionnaire was completed (mm/dd/yy):						
Client's Signature:						
Instructions: Please select the adjective rating that best reflects your evaluation of the contractor's performance.						
1. QUALITY:	**E**	**VG**	**S**	**M**	**U**	**N**
(a) Quality of technical data/report preparation efforts.	☐	☐	☐	☐	☐	☐
(b) Ability to meet quality standards specified for technical performance.	☐	☐	☐	☐	☐	☐
(c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	☐	☐	☐	☐	☐	☐
(d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance).	☐	☐	☐	☐	☐	☐
2. SCHEDULE/TIMELINESS OF PERFORMANCE:	**E**	**VG**	**S**	**M**	**U**	**N**
(a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below.)*	☐	☐	☐	☐	☐	☐
(b) Rate the contractor's use of available resources to accomplish tasks identified in the contract.	☐	☐	☐	☐	☐	☐
3. CUSTOMER SATISFACTION:	**E**	**VG**	**S**	**M**	**U**	**N**
(a) To what extent were the end users satisfied with the project?	☐	☐	☐	☐	☐	☐
(b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication).	☐	☐	☐	☐	☐	☐
(c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	☐	☐	☐	☐	☐	☐
(d) Overall customer satisfaction.	☐	☐	☐	☐	☐	☐
4. MANAGEMENT/ PERSONNEL/LABOR	**E**	**VG**	**S**	**M**	**U**	**N**

(a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	☐	☐	☐	☐	☐	☐
(b) Ability to hire, apply, and retain a qualified workforce to this effort.	☐	☐	☐	☐	☐	☐
4. MANAGEMENT/ PERSONNEL/LABOR - *Continued*	**E**	**VG**	**S**	**M**	**U**	**N**
(c) Government Property Control.	☐	☐	☐	☐	☐	☐
(d) Knowledge/expertise demonstrated by contractor personnel.	☐	☐	☐	☐	☐	☐
(e) Utilization of Small Business concerns.	☐	☐	☐	☐	☐	☐
(f) Ability to simultaneously manage multiple projects with multiple disciplines.	☐	☐	☐	☐	☐	☐
(g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes.	☐	☐	☐	☐	☐	☐
(h) Effectiveness of overall management (including ability to effectively lead, manage and control the program).	☐	☐	☐	☐	☐	☐
5. COST/FINANCIAL MANAGEMENT	**E**	**VG**	**S**	**M**	**U**	**N**
(a) Ability to meet the terms and conditions within the contractually agreed price(s)?	☐	☐	☐	☐	☐	☐
(b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client.	☐	☐	☐	☐	☐	☐
(c) If this is/was a Government cost type contract, or a CMc/CMc at Risk Contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns).	☐	☐	☐	☐	☐	☐
(d) Is the Contractor's accounting system adequate for management and tracking of costs? (*If no, please explain in comment section below.)*	☐ Yes			☐ No		
(e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? (*Indicate if show cause or cure notices were issued, or any default action in comment section below.)*	☐ Yes			☐ No		
(f) Have there been any indications that the contractor has had any financial problems? (*If yes, please explain in the comment section below.)*	☐ Yes			☐ No		
6. SAFETY/SECURITY	**E**	**VG**	**S**	**M**	**U**	**N**
(a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.).	☐	☐	☐	☐	☐	☐
(b) Contractor complied with all security requirements for the project and personnel security requirements.	☐	☐	☐	☐	☐	☐
7. GENERAL	**E**	**VG**	**S**	**M**	**U**	**N**

(a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	☐ ☐ ☐ ☐ ☐ ☐
(b) Compliance with contractual terms/provisions *(If there were specific issues, please explain in the comments sections below*	☐ ☐ ☐ ☐ ☐ ☐
(c) In summary, provide an overall rating for the work performed by this contractor.	☐ ☐ ☐ ☐ ☐ ☐
8. SUSTAINABILITY	
Did this project include sustainable methods, materials, processes or certifications? (See Whole Building Design Guide for acceptable requirements. Link to guide WBDG Green Building Standards and Certification Systems.) *(If yes, please explain in the comments section below.)*	☐ Yes ☐ No
9. SUMMARY	
Would you hire or work with this firm again? *(If no, please explain in the comments section below.)*	☐ Yes ☐ No

COMMENTS SECTION
Please provide additional information below, and attach additional pages if necessary.

Please provide responses to the above questions (if applicable) and/or additional remarks. Also please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk *(please attach additional pages if necessary)*:

U.S. General Services Administration
Office of the GSA IT
www.gsa.gov/cio

Date: February 2, 2023
Subject: Gmail accounts - GSA Affiliated Customer Accounts (GACA) - for sharing in GSA's Google Drive and Google Sites

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GSA uses Google to provide employees with a way to collaborate in real time, and to create, edit and share work from anywhere. To enable simliar sharing and collaboration in Google with our government customers and business partners, while also ensuring that this shared information is safeguarded and secure, we've created a specialized Gmail account process called GACA – short for the GSA Affiliated Customer Accounts (GACA). Collaborative data stored on GSA's Google Drive and Google Sites systems are compliant to the Federal Information Processing Standard (FIPS) 140-2. This standard ensures that access and transmission occurs via a secure web page using the TLS 1.2 encryption standard. GACA is only authorized for sharing information on Google Drive and Google Sites, it is not authorized to be used for email communications.

Applicability – GACA is for those who work for our government customers and business partners who do not use Google in their workplace. Agencies and civilian partners that are using Google in their workplace do not need to create a GACA account. ***GACA accounts must NOT be used by GSA employees and contractors in lieu of a gsa.gov account.***

How to create a GSA Affiliated Customer Account (GACA) in Gmail

The person who will be using the GACA account (the government agency customer or the business partner) must create a Gmail account at http://mail.google.com/mail/signup and follow the process below:

- enter their first name and last name,
- enter their username: must start with "GSA." then first name, last name - example: GSA.johnsmith@gmail.com (mandatory),
- complete all required fields, accept the Terms of Service and submit the request, and
- set up 2-Step Verification (also known as two-factor authentication) using a smart phone that can receive simple messages (mandatory).

The GSA IT Security Staff continuously monitors all shared files in Google Drive, and sharing in GSA's Google Sites. If non-compliance with this process is detected, then our staff will notify users of non-compliance with this process. After notification, if the sharing has been determined to be with a user that maintains a G Suite account, no further action will be required.

"General Decision Number: MD20260121 06/04/2026

State: Maryland

Construction Types: Building

Counties: Maryland Counties of
Prince George's

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026
2	06/04/2026

SAMD2025-001 12/11/2025

	Rates	Fringes
BALANCING TECHNICIAN	$ 50.92	24.61
BOILERMAKER	$ 47.37	25.94
BRICKLAYER	$ 38.80	15.57
CARPENTER	$ 35.89	14.60
CARPENTER - SHORING SCAFFOLD BUILDER	$ 35.89	14.60
CARPET LAYER	$ 35.10	15.33
CEMENT MASON	$ 29.65	11.88
COMMUNICATION INSTALLER TECHNICIAN	$ 34.60	12.98
DRYWALL - SPACKLING, TAPING, & FINISHING	$ 29.16	12.01
ELECTRICIAN	$ 57.00	22.15
ELEVATOR MECHANIC	$ 57.16	44.61
FIREPROOFER - BY HAND	$ 28.44	8.11
FIREPROOFER - SPRAYER	$ 27.61	8.34
FIRESTOPPER	$ 30.21	10.68
GLAZIER	$ 36.65	14.61
INSULATION WORKER	$ 40.77	20.42
IRONWORKER - FENCE ERECTOR	$ 40.77	20.42
IRONWORKER - ORNAMENTAL	$ 39.30	27.14
IRONWORKER - REINFORCING	$ 34.84	24.64
IRONWORKER - STRUCTURAL	$ 39.30	27.14
LABORER - AIR TOOL OPERATOR	$ 30.47	9.10
LABORER - ASPHALT PAVER	$ 30.47	9.10
LABORER - ASPHALT RAKER	$ 30.47	9.10
LABORER - BLASTER - DYNAMITE	$ 30.47	9.10
LABORER - BURNER	$ 30.47	9.10
LABORER - COMMON	$ 30.47	9.10
LABORER - CONCRETE PUDDLER	$ 30.47	9.10
LABORER - CONCRETE SURFACER	$ 30.47	9.10
LABORER - CONCRETE TENDER	$ 30.47	9.10
LABORER - CONCRETE VIBRATOR	$ 30.47	9.10
LABORER - DENSITY GAUGE	$ 30.47	9.10
LABORER - FIREPROOFER - MIXER	$ 30.47	9.10
LABORER - FLAGGER	$ 30.47	9.10
LABORER - GRADE CHECKER	$ 30.47	9.10
LABORER - HAND ROLLER	$ 30.47	9.10
LABORER - HAZARDOUS MATERIAL HANDLER	$ 30.47	9.10
LABORER - JACKHAMMER	$ 30.47	9.10
LABORER - LANDSCAPING	$ 30.47	9.10

LABORER - LAYOUT	$ 30.47	9.10
LABORER - LUTEMAN	$ 30.47	9.10
LABORER - MASON TENDER	$ 30.47	9.10
LABORER - MORTAR MIXER	$ 30.47	9.10
LABORER - PIPELAYER	$ 30.47	9.10
LABORER - PLASTERER - HANDLER	$ 30.47	9.10
LABORER - SCAFFOLD BUILDER	$ 30.47	9.10
LABORER - TAMPER	$ 30.47	9.10
Mechanical Systems Service Tech- HVAC Systems	$ 55.00	25.30
Mechanical Systems Service Tech- Refrigeration Systems	$ 55.00	25.30
MILLWRIGHT	$ 39.50	17.52
PAINTER	$ 29.16	12.01
PAINTER-INDUSTRIAL	$ 36.37	16.21
PILEDRIVER	$ 37.74	14.73
PLASTERER - MIXER	$ 20.00	2.24
PLUMBER	$ 51.25	23.10
POWER EQUIPMENT OPERATOR - BACKHOE	$ 32.13	3.38
POWER EQUIPMENT OPERATOR - BOOM TRUCK	$ 24.00	1.34
POWER EQUIPMENT OPERATOR - BULLDOZER	$ 28.00	0.50
POWER EQUIPMENT OPERATOR - CONCRETE PUMP	$ 35.18	15.12
POWER EQUIPMENT OPERATOR - CRANE	$ 48.71	15.10
POWER EQUIPMENT OPERATOR - DRILL - RIG	$ 43.44	13.27
POWER EQUIPMENT OPERATOR - EXCAVATOR	$ 33.98	10.82
POWER EQUIPMENT OPERATOR - FORKLIFT	$ 35.18	15.12
POWER EQUIPMENT OPERATOR - GRADER	$ 35.18	15.12
POWER EQUIPMENT OPERATOR - LOADER	$ 25.00	8.29
POWER EQUIPMENT OPERATOR - MECHANIC	$ 37.24	15.12
POWER EQUIPMENT OPERATOR - PAVER	$ 30.00	1.68
POWER EQUIPMENT OPERATOR - ROLLER - EARTH	$ 29.60	15.12
POWER EQUIPMENT OPERATOR - SCRAPER	$ 35.18	15.12
POWER EQUIPMENT OPERATOR - SCREED	$ 27.67	3.27
POWER EQUIPMENT OPERATOR - SKID STEER (Bobcat)	$ 32.14	0.00
POWER EQUIPMENT OPERATOR-VACUUM TRUCK	$ 38.60	15.75
RESILIENT FLOOR	$ 35.10	15.33
ROOFER/WATERPROOFER	$ 42.04	12.13
SHEETMETAL WORKER (including metal roofing)	$ 50.92	24.61
STEAMFITTER/PIPEFITTER	$ 55.00	25.30
STONE MASON	$ 45.65	21.51
TILE & TERRAZZO FINISHER	$ 28.85	12.85
TILE & TERRAZZO MECHANIC	$ 34.34	14.50
TRUCK DRIVER - DUMP	$ 30.00	0.00
TRUCK DRIVER - DUMP - ARTICULATING	$ 23.00	4.14
TRUCK DRIVER - FLATBED	$ 19.50	0.00
TRUCK DRIVER - LOWBOY	$ 30.50	6.28
TRUCK DRIVER - TACK/TAR TRUCK	$ 28.00	3.41
TRUCK DRIVER - TRACTOR TRAILER	$ 35.46	16.23
TRUCK DRIVER - WATER	$ 24.50	1.75

SAMD2025-002 03/10/2026

	Rates	Fringes
SPRINKLERFITTER	$ 45.22	26.64

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ⍰SU⍰, ⍰UAVG⍰, ⍰SA⍰, or ⍰SC⍰ denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for

the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ⿰SU⿰ identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

⿰SU⿰ wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ⿰SA⿰ identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ⿰SA⿰ identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

"

MODEL INDIVIDUAL SUBCONTRACTING PLAN TEMPLATE
INSTRUCTIONS & BEST PRACTICES

This model individual subcontracting plan template is an optional tool contractors may use to prepare their individual subcontracting plan(s). It reflects objectives GSA encourages contractors to adopt.

The following instructional pages include:

- subcontracting plan and reporting basics
- best practices for preparing the plan and maximizing small business participation
- subcontracting plan review process

Subcontracting plan and reporting basics

Why are subcontracting plans important?

The Small Business Act declares the Government should aid, counsel, assist, and protect the interests of small business (SB) concerns to ensure fair access to Government contracts and sales, preserving a competitive and free enterprise and to maintain and strengthen the economy of the Nation.

Subcontracting plans require "maximum practicable opportunities" to small businesses and other socio-economic categories, so this is one way the Government can ensure fair SB participation on federal contracts.

When is a subcontracting plan required?

A small business subcontracting plan is required in certain acquisitions when the subcontracting plan threshold is exceeded.

See FAR 19.109 (GSA Class Deviation RFO-2025-19 Supplement 1), FAR 19.302-1 (GSA Class Deviation RFO-2025-19 Supplement 1) and FAR 52.219-9(d)(9).

What is the current subcontracting plan threshold?

$900,000 ($2 million for construction)

What are some key subcontracting plan requirements from the Small Business Act, 15 USC 637(d)?

- A subcontracting plan shall have maximum practicable opportunities for Small Business (SB) (including Alaska Native Corporations [ANCs] and Indian tribes), veteran-owned small business (VOSB), service-disabled veteran-owned small

business (SDVOSB), HUBZone small business, small disadvantaged business (SDB), and women-owned small business (WOSB) concerns to participate.

- Establish procedures to ensure timely payment of amounts due pursuant to the terms of their subcontracts with small businesses.
- Failure to submit / negotiate an acceptable subcontracting plan shall make the Offeror ineligible for award of the contract.
- Failure to make a good faith effort to comply with the subcontracting plan is a material breach of contract which shall result in assessment of liquidated damages and it may be included in the contractor's past performance rating.

What is the FAR definition for an "individual subcontracting plan"?

Individual subcontracting plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

What subcontracting plan reports are required for an individual plan and when are they due?

Type of Report	Reporting Period	Report Submission Due Date
Mid-Year Individual Subcontracting Report (ISR)	October 1st - March 31st	May 15th
Year-End ISR	April 1st - September 30th	November 14th
Summary Subcontracting Report (SSR)	October 1st - September 30th	November 14th

What are the differences between ISRs and an SSR – Individual Plan?

ISR	SSR - Individual Plan
contract specific	agency specific
cumulative reporting from contract inception through reporting period	all subcontracts under prime contracts and subcontracts with an executive agency for the Gov'ts fiscal year
contractor may have more than one ISR with an agency	one SSR – Individual Plan per agency
filed twice a year and within 30 days of contract completion	filed once a year
measure of goal progress	included calculation of agency subcontracting goal achievement

Why are subcontracting plan reports important?

Subcontracting reports quantify SB participation as well as the contractor's compliance with the negotiated subcontracting plan, which becomes a material part of the contract once approved.

Agencies are to make "maximum practicable opportunities" for SBs to participate in federal contracting through prime and subcontracts, as required by the Small Business Act. Every year, the SBA works with federal agencies to set their contracting and subcontracting goals. The agencies are given an annual small business procurement scorecard that assesses how well they reached their goals.

Agency subcontracting goal achievement is calculated by the contractor-submitted Summary Subcontracting Reports (SSR).

How are subcontracting plan reports submitted?

Subcontracting Plan Reporting (SPR) means the electronic subcontracting reporting system at SAM.gov for small business subcontracting program reporting which includes ISRs and SSRs.

Exception: Submit an SF 294 to the contracting officer instead of a web-based ISR if FAR 52.219-9 Alternate III applies to the contract.

Where can I find instructions and get help on the SPR?

The Federal Service Desk (FSD) has knowledge base articles located here and you can get help by submitting an FSD incident with these instructions.

You can find training videos by searching "subcontracting plan reporting" on GSA's YouTube channel.

Relevant references:

- 15 USC 637(d) – Small Business Act
- FAR 19.109 Small business subcontracting plans (GSA Class Deviation RFO 2025-19 Supplement 1)
- FAR 19.206 Evaluating small business subcontracting (GSA Class Deviation RFO-2025-19 Supplement 1)
- FAR 19.302 Small business subcontracting plans (GSA Class Deviation RFO-2025-19 Supplement 1)
- FAR clause 52.219-8, Utilization of Small Business Concerns
- FAR clause 52.219-9, Small Business Subcontracting Plan
- FAR clause 52.219-16, Liquidated Damages - Subcontracting Plan

Best practices for preparing the plan and maximizing small business participation

What are the required subcontracting plan elements and where are they covered?

The 15 required elements are outlined below. To be acceptable, the subcontracting plan must comply with FAR 52.219-9, Small Business Subcontracting Plan.

1. **Separate goals,** expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of for using SB (including ANC and Indian tribes), VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns.
2. **Statement of total dollars planned to be subcontracted** to SB (including ANC and Indian tribes), VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns.
3. **Description of principal supplies/services to be subcontracted** and an identification of the types planned for subcontracting to SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns.
4. **Methodology used to develop subcontracting goals**.
5. **Methodology used to identify potential sources**.
6. **Statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals,** and a description of the method used to determine the proportionate share of indirect costs.
7. **Name of the individual** who administers the subcontracting program and a description of their duties.
8. **Description of efforts to ensure equitable opportunity** for SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns to compete for subcontracts.
9. **Flow-down requirement assurances** obligating OTSB subcontractors to adopt a subcontracting plan one for subcontracts exceeding the subcontracting plan threshold.
10. **Assurances on reporting and cooperation**, including the submission of periodic reports and cooperating in required studies/surveys.
11. **Description of types of records to be maintained** regarding procedures adopted to comply with the plan.
12. **Assurances that the offeror will make a good faith effort** to use the small business concerns it used in preparing the bid or proposal.
13. **Assurances that the Contractor will provide the Contracting Officer with a written explanation if it fails to use the small business** it used in preparing the bid or proposal.
14. **Assurances that the offeror will not prohibit a subcontractor from discussing payment** or subcontractor utilization matters with the contracting officer.
15. **Assurances of timely payments to small business subcontractors,** including notifying the contracting officer in writing if payments are reduced or untimely.

What's required to be considered an eligible small business subcontractor under a subcontracting plan?

The concern is required to represent itself as a SB or SDB or be certified by the SBA as a VOSB, SDVOSB, HUBZone, or WOSB. To represent itself as a SB or SDB, a concern must meet the appropriate definition in FAR 2.101.

How can a subcontractor's small business or other socio-economic status be verified?

SBA certification for a VOSB, SDVOSB, HUBZone, or WOSB subcontractor can be easily verified by searching that entity's UEI on the SBA's Small Business Search (formerly known as Dynamic Small Business Search).

Unless the prime contractor has reason to question the representations, it may accept a subcontractor's written claims about being a SB or SDB concern. Here's how:

Option 1: Written statement. The prime contractor can accept a subcontractor's written statement about their size and status, as long as the subcontractor confirms that this information is accurate and up-to-date for that specific subcontract offer.

Option 2: SAM.gov: The prime contractor can accept the subcontractor's size and status information from the System for Award Management (SAM), provided the subcontractor is registered in SAM and confirms that the SAM information is current, accurate, and complete for the subcontract offer. **Note**: A prime contractor cannot force a subcontractor to register in SAM just to provide this size or status information for a subcontract.

Important Protections & Challenges: A prime contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

If prime contractor, the contracting officer, or any other interested party suspects a subcontractor has lied about their size or status, they can file an official protest.

How can I locate small businesses to maximize small business participation?

You can use the following resources to locate small business subcontractors.

- Search the SBA's **Small Business Search** (formerly known as Dynamic Small Business Search) find SBs that may meet your acquisition needs. Here's a guide on using filters to help your search.

- Post subcontracting opportunities on **SBA's Subnet** (subcontracting network). SBs can browse the opportunities and connect to the prime contractor directly.
- Search the **GSA e-Library Contractor Directory** by socio-economic status and utilizing specific Special Item Numbers (SINs) or NAICS codes.
- Contact an **SBA CMR**. They have a primary goal to help OTSB prime contractors meet federal subcontracting goals by finding and marketing qualified small businesses to partner with.
- Contact an **APEX Accelerator** (formerly known as Procurement Technical Assistance Centers). They actively work to connect OTSB prime contractors with SBs through networking and matchmaking events and other support services for SBs.
- Attend trade and professional organizations and conferences
- Participate in and or contact local **Chambers of Commerce**
- Contact the agency's **Office of Small & Disadvantaged Business Utilization.** Each federal agency has dedicated staff with statutory responsibilities involving small business matters and opportunities. They may have SB sources to connect you with. GSA's staff can be reached here. A contact list of other agencies can be found here.

How do I develop subcontracting plan goals?

The following sample goals & tips are offered to assist you with calculating the subcontracting plan goals to be listed in the individual subcontracting plan:

- Determine what your company will self-perform, then determine what is left to outsource.
- Estimate total subcontracting dollars ("outsourcing", "purchases" or "spend") planned to both small and "other than small" business (OTSB) concerns for each period of the contract (base period and each option period): Examples of OTSBs: large businesses, non-profits, AbilityOne, universities, utilities, state & local governments.
- Separately identify the dollars that will be subcontracted to both large/OTSB and to small businesses, which when added together make up the total dollars subcontracted to all concerns and 100%.
- For the small businesses, identify if your supplier meets representation requirements for one or more of the small business socio-economic categories SDB; WOSB; VOSB; SDVOSB and HUBZone. **Note:** small businesses may meet more than one socio-economic category.
- Apply the subcontracted dollars towards all small business socio-economic categories applicable to your suppliers. For example, a $30,000 subcontract

awarded to a woman-owned, HUBZone, service-disabled veteran owned small business:

- apply $30,000 against WOSB
- apply $30,000 against HUBZone
- apply $30,000 against SDVOSB
- apply $30,000 against VOSB (since a SDVOSB is a VOSB)
- apply $30,000 against small business since WOSB, HUBZone and SDVOSB are socio-economic small business subcategories.

Note: This is not double/triple counting, but ensures credit is given to all socio-economic categories represented by the small business

Do <u>NOT</u> add together the small business socio-economic subcategories to reach the total <u>small</u> business amount, as those dollars are already included in the total for small business.

- The small business dollar amount must include all small business socio-economic subcategories; i.e., VOSB, SDVOSB, HUBZone, SDB, WOSB, (plus any "other small" businesses that do not fall within one of these specified subgroups). **Note:** include Alaskan Native Corporations (ANCs) and Indian tribes are included in both the SDB and total small business amounts.

- Once the dollars have been assigned to each socio-economic category, calculate the percentage for each category separately against the “Total dollars to be subcontracted.” Percent goals for each of these small business socio-economic categories must be expressed as a percentage of the TOTAL subcontracting dollars to all concerns (both OTSB and small).

- **<u>Caution: Only the OTSB total plus the SB total should equal the total dollars to be subcontracted in both dollars and percent.</u>**

Subcontracting plan review process

Who reviews and approves subcontracting plans?

The subcontracting plan is reviewed by the contracting officer, the agency's Small Business Technical Advisor and the SBA Procurement Center Representative (PCR). Subcontracting plans for GSA contracts equal to or greater than $50 million are also reviewed by the Office of Small & Disadvantaged Business Utilization Associate Administrator.

Before approving the subcontracting plan, the contracting officer is responsible for reviewing it for adequacy, ensuring it includes the required information, goals, and assurances. They consider the contractor's past performance in meeting small business subcontracting goals on past or similar contracts as a part of determining if the offeror is responsible. When necessary, they negotiate an acceptable plan with the contractor.

What are some practical review considerations?

- Do the proposed goals demonstrate "**maximum practicable opportunity"** for SBs, SDBs, WOSBs, VOSBs, SDVOSBs and HUBZone to participate in the performance of the contract, as required by 15 USC 637(d)?
- Are all 15 elements required by FAR 52.219-9 covered adequately?
- Does the narrative support the goals proposed? Think of the small business goals as the thesis statement and ensure the rest of the plan supports how the goals will be achieved throughout the life of the contract.
- How do the proposed goals compare to past achievement? They should be building on past achievement, not the same or lower.
- Does the plan demonstrate market research will be kept fresh to find qualified SBs, SDBs, WOSBs, VOSBs, SDVOSBs and HUBZone concerns?
- How do the proposed goal percentages compare with the agency's subcontracting goals?
    - Agency goals are provided as information only. Contractors (and COs) should avoid using agency goals as the objective in negotiating small business subcontracting plans which can result in establishing "minimums" for small business instead of creating "maximum practicable opportunities", as required by statute.
- Are there any socio-economic category goal with "$0" proposed? If so, this is not considered a "positive" goal which the FAR requires. Can you find some dollars to give to the small business entity, maybe allocated from the indirect cost pool?

Note: Please remove the instructional pages and any instructional language before submitting it to the Contracting Officer for review and approval.

Individual Subcontracting Plan
[*INSERT* COMPANY NAME]

SMALL BUSINESS SUBCONTRACTING PLAN

I. IDENTIFICATION DATA:

Address: _____

Date Prepared: _____
Description of Types of Supplies/Services: _____
Solicitation Number: _____
Contract Number: _____
(*Mark N/A unless a plan is now required as a result of a contract modification or re-representation (FAR 52.218-28)*

List the periods of performance for the base period and each option period, as applicable.

Individual Plan Period(s) of Performance:
Base: *Date of Award through (Date)*
Option 1:
Option 2:
Option 3:
Option 4: *(if applicable)*

Estimated Contract Value: *(Provide separate estimate for basic contract and each option)*
Base Period: $_____
Option Period 1: $_____
Option Period 2: $_____
Option Period 3: $_____
Option Period 4: $_____ *(if applicable)*

Include sum Total value of the contract of all periods for the entire contract term. For MAS list the total sales expected: $_____

Place of Performance: _____ ***(Identify or list "Multiple")***

Unique Entity Identifier (UEI): _____

II. GOALS:

FAR clause 52.219-9(d) requires the subcontracting plan include the following:
(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business (including ANCs and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes) and women-owned small business WOSB concerns as subcontractors.
For **individual** subcontracting plans, **and if required** by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance and may include a proportionate share of products and services that are normally allocated as indirect costs.
(2) A statement of total dollars planned to be subcontracted to SB (including ANC and Indian tribes), VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns.

Individual plans will reflect lease-specific goals and shall contain separate statements and goals for the firm term and separately for the non-firm term and any option. Note that dollars and percentages to OTSB and total small businesses (all inclusive) must equal the total subcontracted to all categories in both dollars and percentages.

Remember:

- **Individual plans reflect contract-specific goals, including separate statements and goals for the base contract (period) and for each option.**
- **Dollars and percentages to "other than small business" (OTSB) and total small businesses (including all socio-economic subsets) must equal the total subcontracted to both categories in dollars and percentages.**
- **An Offeror that is a mentor with an SBA-approved mentor-protégé agreement (see 13 CFR 125.9) that provides a subcontract to its protégé may apply the costs incurred for training it provides to its protégé toward its subcontracting plan goals, provided that protégé is a covered territory business or that protégé has its principal office located in the Commonwealth of Puerto Rico.**

COMPLETE THE GOAL FORMAT:

- **Complete the table for the base period of the contract and for each option period, if any. Best practice: show growth in goal achievement from base period through each option period.**
- **Complete the Total Goals (Sum of all periods) table which follows the individual period sections. (see Table 6)**

[Company Name] provides the following separate dollar and percentage goals, which are a percentage of the total subcontracting dollars for each business category [plus a percentage of total contract value – delete bracketed language if not expressly required by the contracting officer]:

Table 1. Base Period Goals

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars	Percent of Contract Dollars [delete column if not required by CO]
Total Dollars to be Subcontracted	$	100%	
Other than Small Business (OTSB/Large)	$		
All Small Businesses (including ANC and Indian tribes)	$		
Veteran-Owned Small Business (VOSB)	$		
Service-Disabled Veteran-Owned Small Business (SDVOSB)	$		
HUBZone Small Business	$		
Small Disadvantaged Business (SDB) (to include ANCs and Indian tribes)	$		
Women-Owned Small Business (WOSB)	$		

Table 2. Option Period I

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars	Percent of Contract Dollars [delete column if not required by CO]
Total Dollars to be Subcontracted	$	100%	
Other than Small Business (OTSB/Large)	$		
All Small Businesses (including ANC and Indian tribes)	$		
Veteran-Owned Small Business (VOSB)	$		
Service-Disabled Veteran-Owned Small Business (SDVOSB)	$		
HUBZone Small Business	$		
Small Disadvantaged Business (SDB) (to include ANCs and Indian tribes)	$		
Women-Owned Small Business (WOSB)	$		

Table 3. Option Period II

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars	Percent of Contract Dollars [delete column if not required by CO]
Total Dollars to be Subcontracted	$	100%	
Other than Small Business (OTSB/Large)	$		
All Small Businesses (including ANC and Indian tribes)	$		
Veteran-Owned Small Business (VOSB)	$		
Service-Disabled Veteran-Owned Small Business (SDVOSB)	$		
HUBZone Small Business	$		
Small Disadvantaged Business (SDB) (to include ANCs and Indian tribes)	$		
Women-Owned Small Business (WOSB)	$		

Table 4. Option Period III

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars	Percent of Contract Dollars [delete column if not required by CO]
Total Dollars to be Subcontracted	$	100%	
Other than Small Business (OTSB/Large)	$		
All Small Businesses (including ANC and Indian tribes)	$		
Veteran-Owned Small Business (VOSB)	$		
Service-Disabled Veteran-Owned Small Business (SDVOSB)	$		
HUBZone Small Business	$		
Small Disadvantaged Business (SDB) (to include ANCs and Indian tribes)	$		
Women-Owned Small Business (WOSB)	$		

Table 5. Option Period IV

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars	Percent of Contract Dollars [delete column if not required by CO]
Total Dollars to be Subcontracted	$	100%	
Other than Small Business (OTSB/Large)	$		
All Small Businesses (including ANC and Indian tribes)	$		
Veteran-Owned Small Business (VOSB)	$		
Service-Disabled Veteran-Owned Small Business (SDVOSB)	$		
HUBZone Small Business	$		
Small Disadvantaged Business (SDB) (to include ANCs and Indian tribes)	$		
Women-Owned Small Business (WOSB)	$		

The Total Goals (sum of all periods, base + option(s)) table below provides a comprehensive look at subcontracting opportunities for the entire contract.

- ***Add the total dollars estimated for each period of the contract and socio-economic category and place the amounts in the spaces below.***
- ***Compute the percentages for each category for the entire contract.***

Table 6. Total Goals/Sum

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars	Percent of Contract Dollars [delete column if not required by CO]
Total Dollars to be Subcontracted	$	100%	
Other than Small Business (OTSB/Large)	$		
All Small Businesses (including ANC and Indian tribes)	$		
Veteran-Owned Small Business (VOSB)	$		
Service-Disabled Veteran-Owned Small Business (SDVOSB)	$		
HUBZone Small Business	$		
Small Disadvantaged Business (SDB) (to include ANCs and Indian tribes)	$		
Women-Owned Small Business (WOSB)	$		

III. PRINCIPAL TYPES OF SUPPLIES AND SERVICES TO BE SUBCONTRACTED:

FAR clause 52.219-9(d)(3): Describe the principal types of supplies and services to be subcontracted and an identification of types of supplies or services planned for subcontracting to SB (including ANCs and Indian tribes),VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.

The principal types of supplies and/or services to be subcontracted (outsourced) and the identification of the type of supply or service offered to each business concern are as follows. GSA requests inserting the applicable NAICS code under the description:

Supplies/Services	OTSB/Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
Example-Painting NAICS 238230		X	X	X			

ATTACH ADDITIONAL SHEETS IF NECESSARY

Explain in the narrative of this section any goals that may be viewed as “low” and the actions planned to support your plan throughout the life of the contract. Failure to submit/negotiate an acceptable plan makes the offeror ineligible for award.

NOTE: “zero” is not considered a “positive” goal which the FAR requires. Having a goal will provide the incentive for your company to make a “good faith effort” in fostering opportunities for Small Business, SDB, WOSB, VOSB, SDVOSB and HUBZone concerns. The contracting officer assesses whether you have made a “good faith effort” to implement and comply with the subcontracting plan.

IV. DESCRIPTION OF METHOD USED TO DEVELOP SUBCONTRACTING GOALS:

FAR clause 52.219-9(d)(4): Describe the method used to develop the subcontracting goals. Explain or state the basis for establishing your proposed goals (i.e., based on historical data and experience, market research, etc.)

[**Company Name**] used the following method to develop the subcontracting goals:

_____

_____

_____

_____

V. DESCRIPTION OF METHOD USED TO IDENTIFY POTENTIAL SOURCES:

FAR clause 52.219-9(d)(5): Describe the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB source lists. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

[**Company Name**] identifies potential subcontractors using the following source lists and organizations (please list your sources used):

_____

_____

_____

_____

VI. INCLUSION OF INDIRECT COSTS IN ESTABLISHING GOALS:

FAR clause 52.219-9(d)(6): State whether or not the Offeror included indirect costs in establishing subcontracting goals for and a description of the method used to determine the proportionate share of indirect costs to be incurred with SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.

Indirect costs _____HAVE BEEN (or) _____HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above.

If indirect costs HAVE been included in the individual subcontracting plan, describe the method used to determine the proportionate share of indirect costs to be incurred with small business concerns under the contract

_____
_____
_____

VII. PROGRAM ADMINISTRATOR:

FAR clause 52.219-9(d)(7) requires the name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual. Please add the contact information for this person, in case of questions, and provide an alternate point of contact, if applicable.

Name: _____
Title/Position: _____
City/State/Zip Code:_____
Telephone number: _____
Email Address: _____
Alternate POC with contact information: _____

Duties: FAR clause 52.219-9(e) requires that in order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor **shall** perform the following functions. Include these in the subcontracting plan, indicating your compliance with FAR 52.219-9(e):

1. Assist SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns by arranging solicitations, sufficient time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential SB, VOSB, SDVOSB, HUBZone, SDB and WOSB subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

2. Provide adequate and timely consideration of the potentialities of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns in all "make-or-buy" decisions.

3. Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB firms.

4. Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing the Small Business Search (SBS) at https://search.certifications.sba.gov/.

5. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as SB, VOSB, SDVOSB, HUBZone, SDB and WOSB for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

6. For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a SB, VOSB, SDVOSB, HUBZone SB, SDB, or WOSB concern.

7. Assign each subcontract the NAICS code and corresponding size standard that best describes the principle purpose of the subcontract.

Other ways the Plan Administrator will ensure the company meets the goals of the plan **demonstrating "good faith effort"** [***Check those that will be done under this plan]***:

____Ensure periodic rotation of potential subcontractors on bidders' lists.
____Ensure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.
____Ensure that subcontract procurement "packages" are designed to permit the maximum possible participation of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
____Review subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
____Ensure that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
____Oversee the establishment and maintenance of contract and subcontract award records.
____Attend or arrange for the attendance of company staff at business opportunity workshops, matchmaking and networking events, trade fairs, etc.
____Directly or indirectly counsel SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns on subcontracting opportunities and how to prepare bids to the company.
____Conduct or arrange training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures
____Develop and maintain an incentive program for buyers that support the subcontracting program.
____Monitor the company's performance and make any adjustments necessary to achieve the subcontract plan goals.
____Prepare and submit timely reports as outlined in Section X.
____Coordinate the company's activities during compliance reviews by federal agencies
____Promote opportunities for small businesses on the company's website
____Additional Duties: (*If your company or program administrator will perform additional subcontracting duties not shown above, please identify them here):*

_____

_____

_____

VIII. EQUITABLE OPPORTUNITY:

FAR clause 52.219-9(d)(8) requires a description of the efforts the Offeror will make to assure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns have an equitable opportunity to compete for subcontracts.

[**Company Name**] will make every effort to ensure that all small business concerns have an equitable opportunity to compete for subcontracts. These efforts may include one or more of the following activities: (*please indicate which of the following apply or adapt the list to fit your company's efforts*)

A. Outreach efforts to obtain sources:

___Contacting small business trade associations

___Contacting business development organizations

___Requesting sources from the SBA's Small Business Search and/or the SAM.gov database

___Attending small business trade fairs and procurement conferences

B. Internal efforts to guide and encourage purchasing personnel:

___Presenting workshops, seminars, and training programs

___Establishing, maintaining, and using small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business source lists, guides, and other data for soliciting subcontracts

___Monitoring activities to evaluate compliance with the subcontracting plan

C. Other efforts: (*Please describe below.*)

_____

_____

_____

IX. ASSURANCES OF CLAUSE INCLUSION AND FLOW DOWN:

FAR clause 52.219-9(d)(9) requires assurances that the Offeror will include the clause at 52.219-8, Utilization of Small Business Concerns, in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns, including entities that are treated as small business concerns by statute for certain purposes (e.g. ANCs, see 13 CFR 125.3(b)(2)) that receive subcontracts in excess of the subcontracting plan threshold specified in FAR 19.109(a) (GSA Class Deviation RFO-2025-19 Supplement 1) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

[**Company Name**] agrees to include the FAR Clause 52.219-8, Utilization of Small Business Concerns in all subcontracts that offer further subcontracting opportunities, and will require all subcontractors (*except small business concerns, including entities that are treated as small business concerns by statute for certain purposes (e.g. ANCs, see 13 CFR 125.3(b)(2)*) that receive subcontracts in excess of the subcontracting plan threshold specified in FAR 19.109(a) (GSA Class Deviation RFO-2025-19 Supplement 1) on the date of subcontract award to adopt a subcontracting plan that complies with the requirements of the clause at 52.219-9, Small Business Subcontracting Plan.

X. REPORTING AND COOPERATION:

FAR clause 52.219-9(d)(10) requires assurances that the offeror will do the following:

[**Company Name**] agrees to:

- Cooperate in any studies or surveys as may be required
- Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan
- Report subcontracting data for each order when reporting subcontracting achievements under orders placed by federal agencies using multiple agency task/delivery order contracts, such as MAS, GWACs, OASIS
- Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with FAR 52.219-9(l) using the SPR. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations.
- For individual plans there are two (2) types of subcontracting reports:
    - Individual Subcontract Reports (ISRs) – cumulative, contract-specific reports
    - Summary Subcontract Reports (SSRs) – annual agency-specific report

Three (3) reports are required each year:

Calendar Period	Report Due	Due by
10/01--03/31	ISR	5/15
04/01--09/30	ISR	11/14
10/01--09/30	SSR	11/14

The Final ISR is due within 30 days of contract completion.

- Submit a revised report within 30 days of receiving notice of any anomaly, discrepancy, or error.
- Ensure that subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using the SPR.
- Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the SPR when submitting their ISRs.
- Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

The Federal Service Desk (FSD) has SPR knowledge base articles located on SAM.gov. You can find training videos by searching "subcontracting plan reporting" on GSA's YouTube channel.

XI. RECORDKEEPING:

FAR clause 52.219-9(d)(11) requires a description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the efforts to locate SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns and to award subcontracts to them.

[**Company Name**] will maintain records concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of efforts to locate SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

1. Source lists (*e.g.,* SAM), guides, and other data that identify SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.

2. Organizations contacted in an attempt to locate sources that are SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), or WOSB concerns.

3. Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101, as of the date of the subcontract award, indicating whether or not the following business concerns were solicited, and if not, why not:

(A) Small businesses

(B) Veteran-owned small businesses
(C) Service-disabled veteran-owned small businesses
(D) HUBZone small businesses
(E) Small disadvantaged businesses
(F) Women-owned small businesses

If applicable, the reason award was not made to a small business concern.

4. Records of any outreach efforts to contact:
   (A) Trade associations
   (B) Business development organizations
   (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources
   (D) Veterans service organizations

5. Records of internal guidance and encouragement provided to buyers through
   (A) Workshops, seminars, training, etc.
   (B) Monitoring performance to evaluate compliance with the program's requirements

6. On a contract-by-contract basis, records to support award data submitted by the Offeror to the Government, including the name, address, and business size of each subcontractor.

7. Other records supporting compliance with the subcontracting plan: (*Please describe below.*)

_____

_____

_____

XII. ADDITIONAL ASSURANCES:

- [**Company Name**] will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal.

- [**Company Name**] will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services, or materials or obtain the performance of construction work as described in (d)(12) of FAR clause 52.219-9. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

- [**Company Name**] will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to the payment to or utilization of a subcontractor; and

- [**Company Name**] assures that the Contractor will pay its small business subcontractors on time and in accordance with the terms and conditions of the subcontract, and notify the contracting officer if [**Company Name**] pays a reduced or an untimely payment to a small business subcontractor (see FAR clause 52.242-5).

XIII. COMMITMENT TO MAKE A "GOOD FAITH EFFORT"

[**Company Name**] shall make a good faith effort to achieve the small business goals described in this subcontracting plan by taking the efforts listed below in addition to the efforts listed under Section IV, Section VIII and Section IX described in this plan: [**List additional efforts]**.

_____

_____

_____

_____

_____

XIV. STATUTORY REQUIREMENTS

The above requirements will be negotiated with the Contracting Officer prior to approval. The Contracting Officer must ensure that an acceptable plan is incorporated into and made a material part of the contract. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.

As stated in 15 USC 637(d)(9), any contractor or subcontractor failing to comply in good faith with the requirements of the subcontracting plan is in material breach of its contract. Further, 15 USC 637(d)(4)(F) directs that a contractor's failure to make a good faith effort to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damage.

XV. SIGNATURE REQUIRED:

*Plan must be **signed** and **dated** by a company official.*

This subcontracting plan was SUBMITTED by:

Signature: _____

Typed Name: _____

Company Title: _____

Date Signed: _____

Government Contracting Officer APPROVAL:

Signature: _____

Printed Name: _____

Agency: _____

Date Signed: _____

Construction Contract for: Specialized Mission Training Facility (SMTF), Laurel, MD

The Agreement

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I. Project Information

I.A. Project Summary

The contractor shall be responsible for the construction of a Specialized Mission Training Facility (SMTF) in Laurel, Maryland in accordance with the plans and specifications.

This project includes building the SMTF at the James J. Rowley Training Center (JJRTC), which is the primary training facility for the United States Secret Service (USSS). The training center consists of multiple buildings and structures that provide an environment for various training activities, including active scenario training, as well as classroom and conference room space. Due to increased operational tempo, development of new training programs, and campus population growth in recent years, the USSS continues to develop the JJRTC campus to meet the needs of the USSS mission. To enhance training activities and operational readiness, the USSS intends to construct a full-scale site and building representation of the White House, perimeter buildings, and grounds.

I.B. The Contract

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

(2) The Contractor shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution of the work described in and reasonably inferable from the Contract Documents (the Work), whether temporary or permanent. In consideration for, and upon condition of, the Contractor's completion of the Work, GSA shall pay the Contractor the price or prices established in Section II, subject to the terms and conditions set forth in this Contract.

I.C. Period of Performance

(1) Commencement. The Contractor shall commence performance within 10 days after the Contractor receives the Notice to Proceed (NTP).

(2) Substantial *Completion.* The Contractor shall achieve Substantial Completion of the Work, as that term is defined in this Agreement, no later than 1095 calendar days from issuance of Notice to Proceed (NTP).

(3) *Contract Completion.* The Contractor shall achieve Contract Completion, as the term is defined in this Agreement, within 60 calendar days of Substantial Completion.

I.D. Work Conditions/Site Requirements

Refer to Division 1 specification for further guidance

I.E. Authorized Representatives

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

Authorized Representative Information:
Contracting Officer's Information
Name: Marsha Howard
Address: 819 Taylor Street, 11th Floor, Fort Worth, Texas 76102
Telephone: 817-505-8543
Email: marsha.howard@gsa.gov

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

I.F. Contract Liquidated Damages Rate

In accordance with GSAR 552.211-12, Liquidated Damages – Construction, in Section IV of this Agreement, liquidated damages shall be calculated at the rate of $8,258.00 per calendar day.

I.G. Buy American Exceptions

For the applicable Buy American clause and any exceptions, see Section IV of this Agreement, GSAR 552.236-70.

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

The following documents are incorporated by reference into this Contract.

(1) Statement of Work

(2) Specifications

(3) Construction Drawings

(4) Site Conditions Report, if applicable

(5) Wage Determination

(6) Small Business Subcontracting Plan Individual Model Dec 2025

(7) Additional Information as required

II. Prices

II.A. Basis of Pricing

(1) Contract *Prices*. All Contract prices set forth in this Section include all costs necessary to complete the work for which the price is established (e.g., Base Contract, Unit Price, Options) in accordance with the Contract Documents, including, but not limited to, the cost of work performed by subcontractors and consultants, indirect costs, fees, expenses, taxes, and profit.

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

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

(4) Options. If any portion of the Work is to be performed upon the timely exercise of an Option, the Option Price shall include all costs of coordinating and incorporating the Option-priced portion of the Work into the Base Contract Work. An adjustment to the Contract price for such additional work shall be computed solely on the basis of the Option price or prices set forth herein. Unless otherwise specified, all options may be exercised within 90 days of Contract award.

(5) Bid *Rates*. If this Contract includes Bid Rates to be used in determination of equitable adjustments (e.g., overhead, profit, daily rates for time-related costs), such rates shall be deemed to include all costs recoverable as components of an equitable

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

II.B. Contract Price Form

See the Price Form attached to the SF 1442 (Phase 2 Requirement)

III. Terms and Conditions

III.A. Contractor Responsibilities

GSAR 552.236-71, Contractor Responsibilities is located in Section IV.A. of this Agreement and is supplemented as follows:

(1) The Contractor shall secure and pay for all necessary permits and governmental fees, licenses, and inspections that are customarily secured after award of the Contract and that are legally required at the time of award. The Contractor shall provide a copy of the permits required for execution of the work to the Contracting Officer prior to commencement of any related work.

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

The Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of the Work, as defined in GSAR 552.211-70 Substantial Completion (Mar 2019) and the time specified in Section I (Project Information), “Period of Performance” clause. If the Contract specifies different completion dates for different phases or portions of the Work, the Contractor shall diligently prosecute the Work so as to achieve Substantial Completion of such phases or portions of the Work within the times specified.

III.B. Project Schedule

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

(1) Within 30 calendar days of notice to proceed, the Contractor shall develop and provide a detailed schedule in widely used, commercially available software such as Microsoft Project and Primavera P6 for completion of all activities, tasks, and submissions required herein.

III.C. Submittals

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

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

III.D. Finality of Contract Modifications

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

III.E. Liquidated Damages

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

III.F. Insurance Requirements

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

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

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

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

(2) The Contractor shall require that the licensed design professionals it retains for the Project acquire and maintain professional liability insurance in the amount of $5,000,000 per claim and shall provide proof to the Contracting Officer.

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

III.G. Order of Precedence

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

(1) Section IV of the Agreement

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

(3) The Statement of Work

(4) The Specifications

(5) The Drawings

(6) Exhibits and Other Attachments

III.H. Administrative Matters

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

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

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

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

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

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

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

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

(iv) Additional documentation: The contractor must provide a pencil-copy of the invoice for approval prior to submitting the official invoice to the GSA financial system.

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

(a) Progress Payments: 14 days

(b) Subsequent Subcontractor Payments: 7 days

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

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

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

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

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

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

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

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

identified, the CO may direct the contractor, as specified elsewhere in this contract, to imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination, or authorized GSA employees may mark the documents.

1. Authorized recipients.

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

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

2. Dissemination of CUI building information:

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

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

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

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

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

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

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

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

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

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

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

[End of clause]

III.I. Non-Compliance with Contract Requirements

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

III.J. Requirements for GSA Information Systems – Not applicable

III.K. Options and Allowances

Refer to Division 1 specification for further guidance

III.L. Additional Terms and Conditions

(i) GSAR 552.236-74, Evaluation of Options (MAR 2019*):* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

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

(a) The Government may exercise any option in writing in accordance with the terms and conditions of the contract within 120 calendar days of contract award.

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

(End of clause)

IV. Contract Clauses

IV.A. Clauses Incorporated in Full Text

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

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

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

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

(b) *Requirement*. The Contractor shall—

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

(2) Submit this report no later than—

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

(ii) At the end of contract performance.

(End of clause)

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

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

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

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-

products generated from, and commonly reused within, an original manufacturing process.

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

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

(2) Submit this estimate to the Contracting Officer.

(End of Clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

Covered telecommunications equipment or services means—

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

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

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

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

Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Of that equipment; or

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

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral

equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

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

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

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

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

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

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

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

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

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

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

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

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

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

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

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

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Prohibition. The Contractor is prohibited from—

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

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

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

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

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

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

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

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

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

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

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

(2) Office of Foreign Assets Control Restrictions.

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

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

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.

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

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

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

(4) Iran prohibitions.

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

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

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

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

(e) Governmentwide exclusion and removal orders.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

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

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

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

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

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

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

(g) Removal of prohibited products and services. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement

instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) General report.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

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

(i) New FASCSA orders report.

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

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

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

Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

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

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

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

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

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

(End of clause)

Alternate I (NOV 2025). As prescribed in 40.205(b), substitute the following paragraph (e)(1) for paragraph (e)(1) of the basic clause:

(e) Governmentwide exclusion and removal orders.

(1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (e)(1). [Contracting Officer must select either “yes” or “no” for each of the following types of FASCSA orders:]

Yes □ No x DHS FASCSA Order

Yes □ No x DoD FASCSA Order

Yes □ No x DNI FASCSA Order

(End of clause)

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

(a) The Contractor shall comply with GSA personal identity verification requirements, identified in ADM 2181.1 GSA HSPD-12 Personal Identity Verification and Credentialing, and Background Investigations for Contractor Employees, if Contractor employees require access to GSA controlled facilities or information systems to perform

contract requirements. The Contractor can find the CIO policy and additional information at https://www.gsa.gov/resources/for-federal-employees/access-gsa-facilities-and-systems-with-a-piv-card.

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

(End of clause)

5. GSAR 552.252-6 Authorized Deviations in Clauses (NOV 2021)(Deviation FAR 52.252-6) – Not applicable

6. Buy American Requirements

FAR 52.225-11 Buy American-Construction Materials under Trade Agreements.
(GSA CLASS DEVIATION RFO-2025-25)

(a) *Definitions*. As used in this clause—
Caribbean Basin country construction material means a construction material that—
(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

Commercially available off-the-shelf (COTS) item—
(1) Means any item of supply (including construction material) that is–
(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);
(ii) Sold in substantial quantities in the commercial marketplace; and
(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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

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

Cost of components means—
(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

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

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

Designated country means any of the following countries:
(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);
(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);
(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

Designated country construction material means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least

developed country construction material, or a Caribbean Basin country construction material.

Domestic construction material means—
(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-
(i) An unmanufactured construction material mined or produced in the United States; or
(ii) A construction material manufactured in the United States, if—
(A) The cost of its components mined, produced, or manufactured in the United States exceeds 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.

Free Trade Agreement country construction material means a construction material that-
(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

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

Least developed country construction material means a construction material that-
(1) Is wholly the growth, product, or manufacture of a least developed country; or
(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners. *Steel* means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

United States means the 50 States, the District of Columbia, and outlying areas.
WTO GPA country construction material means a construction material that-
(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials. (1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C.1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.
(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.
(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:
[*Contracting Officer is to list applicable excepted materials or indicate "none"*]
(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that-

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

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

(B) *For domestic construction material that is a critical item or contains critical components*.(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.
(2) [Reserved]
(3) [Reserved]
(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or
(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-
(A) A description of the foreign and domestic construction materials;
(B) Unit of measure;
(C) Quantity;
(D) Price;
(E) Time of delivery or availability;
(F) Location of the construction project;
(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.
(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

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

Domestic construction material. _____ _____ _____

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

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

[Include *other applicable supporting information.*]

(End of clause)

Alternate II (OCT 2022). Paragraph (1)(ii)(A) of the definition of *domestic construction material* in paragraph (a):

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 65 percent of the cost of all its components.

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

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

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

(c) Evaluation of offers.(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.
(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not

request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.
(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-
(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
(ii) May be accepted if revised during negotiations.

(End of provision)

Alternate I (MAY 2014*)*. As prescribed in 25.602(d)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision:
(b) *Requests for determination of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American statute shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11

7. FAR 52.228-11, Pledges of Assets (FEB 2021)

(a) The Contractor shall obtain from each person acting as an individual surety on a performance bond or a payment bond—

(1) A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203-1; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) The Contracting Officer may release a portion of the security interest on the individual surety's assets based upon substantial performance of the Contractor's obligations under its performance bond. The security interest in support of a performance bond shall be maintained—

(1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 (40 U.S.C. 3131). Until completion of any warranty period, or for 1 year following final payment, whichever is later.

(2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.

(3) Other contracts not subject to the requirements of paragraph (b)(1) of this clause. Until completion of any warranty period, or for 90 days following final payment, whichever is later.

(c) A surety's assets pledged in support of a payment bond may be released to a subcontractor or supplier upon Government receipt of a Federal district court judgment, or a sworn statement by the subcontractor or supplier that the claim is correct along with a notarized authorization of the release by the surety stating that it approves of such release. The security interest on the individual surety's assets in support of a payment bond shall be maintained—

(1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 which require performance and payment bonds (40 U.S.C. 3131). For 1 year following final payment, or until resolution of all pending claims filed against the payment bond during the 1-year period following final payment, whichever is later.

(2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.

(3) Other contracts not subject to the requirements of paragraph (c)(1) of this clause. For 90 days following final payment.

(d) The Contracting Officer may allow the Contractor to substitute an individual surety, for a performance or payment bond, after contract award. The Contractor shall comply with the requirements of paragraph (a) of this clause within the timeframe established by the Contracting Officer.

(End of clause)

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

(a) (1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required

under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

9. Project Labor Agreement (PLA)

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

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

(b) Offerors must—

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

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

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

(1) Bind the Offeror and subcontractors engaged in construction on the construction project to comply with the project labor agreement;
(2) Allow the Offeror and all subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;
(3) Contain guarantees against strikes, lockouts, and similar job disruptions;
(4) Set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the term of the project labor agreement;
(5) Provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health; and

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

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

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

(End of Provision)

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

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

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

The apparent successful offeror must—

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

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

FAR 52.222-34 Project Labor Agreement. (GSA Class Deviation RFO-2025-22)

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

Construction means construction, reconstruction, rehabilitation, modernization, alteration, conversion, extension, repair, or improvement of buildings, structures, highways, or other real property.

Labor organization means a labor organization as defined in 29 U.S.C. 152(5) of which building and construction employees are members.

Large-scale construction project means a Federal construction project within the United States for which the total estimated cost of the construction contract(s) to the Federal Government is $35 million or more.

Project labor agreement means a pre-hire collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for a specific construction project and is an agreement described in 29 U.S.C. 158(f).

(b) The Contractor must maintain in a current status throughout the life of the contract the project labor agreement entered into prior to the award of the contract.

(c) *Subcontracts*. The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts with subcontractors engaged in construction on the construction project.

(End of clause)

10. FAR 52.219-14 Limitations on Subcontracting (NOV 2025) (GSA Class Deviation RFO-2025-19) – Not applicable

11. FAR 52.244-5, Competition in Subcontracting (AUG 2024) – Not applicable

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

(End of clause)

13. Additional Clauses

FAR 52.222-30 Construction Wage Rate Requirements-Price Adjustment (None or Separately Specified Method). (Aug 2018)

(a) The wage determination issued under the Construction Wage Rate Requirements statute by the Administrator, Wage and Hour *Division, U.S.* Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b) The Contracting Officer will make no adjustment in contract price, other than provided for elsewhere in this contract, to cover any increases or decreases in wages and benefits as a result of-

(1) Incorporation of the Department of Labor’s wage determination applicable at the exercise of the option to extend the term of the contract;

(2) Incorporation of a wage determination otherwise applied to the contract by operation of law; or

(3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Construction Wage Rate Requirements statute.

IV.B. Clauses Incorporated by Reference

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

Federal Acquisition Regulation

(End of Clause)

(2) The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

NUMBER	TITLE	DATE
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct (Applies if the value of the contract is expected to exceed $6 Million and Performance Period is Greater than 120 Days)	NOV 2021
52.203-14	Display of Hotline Poster(s) (Applies if Contract is Greater than $6 Million)	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	NOV 2023

NUMBER	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10 (GSA Class Deviation RFO-2025-04)	Reporting Executive Compensation and First-Tier Subcontract Awards	NOV 2025
52.204-13 (GSA Class Deviation RFO-2025-04)	System for Award Management Maintenance	NOV 2025
52.204-14 (GSA Class Deviation RFO-2025-04)	Service Contract Reporting Requirements (Applies to contracts estimated total value of $500,000 or greater)	NOV 2025
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.209-6 (GSA Class Deviation RFO-2025-09)	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment or Voluntarily Excluded	NOV 2025
52.209-9 (GSA Class Deviation RFO-2025-09)	Updates of Publicly Available Information Regarding Responsibility Matters	NOV 2025
52.209-10 (GSA Class Deviation RFO-2025-09)	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2025
52.211-12	Liquidated Damages—Construction (If Applicable)	SEP 2000
52.211-13	Time Extensions	SEP 2000
52.215-2 (GSA Class Deviation RFO-2025-15)	Audit and Records-Negotiation	NOV 2025
52.215-10	Price Reduction for Defective Cost or Pricing Data	AUG 2011
52.215-11 (GSA Class Deviation RFO-2025-15)	Price Reduction for Defective Cost or Pricing Data—Modifications	NOV 2025
52.215-12 (GSA Class Deviation RFO-2025-15)	Subcontractor Cost or Pricing Data	NOV 2025
52.215-13 (GSA Class Deviation RFO-2025-15)	Subcontractor Cost or Pricing Data—Modifications	NOV 2025
52.215-15 (GSA Class Deviation RFO-2025-15)	Pension Adjustments and Asset Reversions	NOV 2025
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18 (GSA Class Deviation RFO-2025-15)	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	NOV 2025

NUMBER	TITLE	DATE
52.219-8 (GSA Class Deviation RFO-2025-19)	Utilization of Small Business Concerns	NOV2025
52.219-9 (GSA Class Deviation RFO-2025-19)	Small Business Subcontracting Plan	NOV2025
52.219-16 (GSA Class Deviation RFO-2025-19)	Liquidated Damages – Subcontracting Plan	NOV 2025
52.219-28 (GSA Class Deviation RFO-2025-19)	Post-Award Small Business Program Representation	NOV2025
52.222-3 (GSA Class Deviation RFO-2025-22)	Convict Labor	NOV 2025
52.222-4 (GSA Class Deviation RFO-2025-22)	Contract Work Hours and Safety Standards—Overtime Compensation	NOV 2025
52.222-6 (GSA Class Deviation RFO-2025-22)	Construction Wage Rate Requirements	NOV 2025
52.222-7 (GSA Class Deviation RFO-2025-22)	Withholding of Funds	NOV 2025
52.222-8 (GSA Class Deviation RFO-2025-22)	Payrolls and Basic Records	NOV 2025
52.222-9 (GSA Class Deviation RFO-2025-22)	Apprentices and Trainees	NOV 2025
52.222-10 (GSA Class Deviation RFO-2025-22)	Compliance with Copeland Act Requirements	NOV 2025
52.222-11 (GSA Class Deviation RFO-2025-22)	Subcontracts (Labor Standards)	NOV 2025
52.222-12	Contract Termination—Debarment	MAY 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14 (GSA Class Deviation RFO-2025-22)	Disputes Concerning Labor Standards	NOV 2025
52.222-15	Certification of Eligibility	MAY 2014
52.222-35 (GSA Class Deviation RFO-2025-22)	Equal Opportunity for Veterans	NOV 2025
52.222-36 (GSA Class Deviation RFO-2025-22)	Equal Opportunity for Workers with Disabilities	NOV 2025
52.222-37	Employment Reports on Veterans	NOV 2025

NUMBER	TITLE	DATE
(GSA Class Deviation RFO-2025-22)		
52.222-40 (GSA Class Deviation RFO-2025-22)	Notification of Employee Rights Under the National Labor Relations Act	NOV 2025
52.222-50 (GSA Class Deviation RFO-2025-22)	Combating Trafficking in Persons	NOV 2025
52.222-54 (GSA Class Deviation RFO-2025-22)	Employment Eligibility Verification	NOV2025
52.222-55 (GSA Class Deviation RFO-2025-22)	Minimum Wages for Contractor Workers Under Executive Order 14026	NOV 2025
52.222-62 (GSA Class Deviation RFO-2025-22)	Paid Sick Leave Under Executive Order 13706	NOV 2025
52.222-90	Addressing DEI Discrimination by Federal Contractors	APR 2026
52.223-3 (GSA Class Deviation RFO-2025-23)	Hazardous Material Identification and Material Safety Data Alternate I	OCT 2025 OCT 2025
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2024
52.223-23 (GSA Class Deviation RFO-2025-23)	Sustainable Products and Services	OCT 2025
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.226-7	Drug-Free Workplace	MAY 2024
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright	JUN 2020
52.227-4	Patent Indemnity—Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance—Work on a Government Installation	JAN 1997
52.228-12	Prospective Subcontractor Requests for Bonds	DEC 2022

NUMBER	TITLE	DATE
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds—Construction	JUN 2020
52.229-3 (GSA Class Deviation RFO-2025-29)	Federal, State, and Local Taxes	NOV 2025
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-23	Assignment of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	OCT 2018
52.233-1 (GSA Class Deviation RFO-2025-33)	Disputes	NOV 2025
	Alternate I	NOV 2025
52.233-3 (GSA Class Deviation RFO-2025-33)	Protest after Award	NOV 2025
52.233-4 (GSA Class Deviation RFO-2025-33)	Applicable Law for Breach of Contract Claim	NOV 2025
52.236-2 (GSA Class Deviation RFO-2025-36)	Differing Site Conditions	NOV 2025
52.236-3 (GSA Class Deviation RFO-2025-36)	Site Investigation and Conditions Affecting the Work	NOV 2025
52.236-5 (GSA Class Deviation RFO-2025-36)	Material and Workmanship	NOV 2025
52.236-6 (GSA Class Deviation RFO-2025-36)	Superintendence by the Contractor	NOV 2025
52.236-7 (GSA Class Deviation RFO-2025-36)	Permits and Responsibilities	NOV 2025
52.236-8 (GSA Class Deviation RFO-2025-36)	Other Contracts	NOV 2025
52.236-9 (GSA Class Deviation RFO-2025-36)	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	NOV 2025
52.236-10	Operations and Storage Areas	NOV 2025

NUMBER	TITLE	DATE
(GSA Class Deviation RFO-2025-36)		
52.236-11 (GSA Class Deviation RFO-2025-36)	Use and Possession Prior to Completion	NOV 2025
52.236-12 (GSA Class Deviation RFO-2025-36)	Cleaning Up	NOV 2025
52.236-13 (GSA Class Deviation RFO-2025-36)	Accident Prevention Alternate I	NOV 2025
52.236-14 (GSA Class Deviation RFO-2025-36)	Availability and Use of Utility Services	NOV 2025
52.236-17 (GSA Class Deviation RFO-2025-36)	Layout of Work	NOV 2025
52.236-21 (GSA Class Deviation RFO-2025-36)	Specifications and Drawings for Construction	NOV 2025
52.242-1	Notice of Intent to Disallow costs	APR 1984
52.242-3 (GSA Class Deviation RFO-2025-42)	Penalties for Unallowable Costs	NOV 2025
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4 (GSA Class Deviation RFO-2025-43)	Changes	JUN 2025
52.244-6 (GSA Class Deviation RFO-2025-44)	Subcontracts for Commercial Products and Commercial Services	APR 2026
52.245-1	Government Property Alternate 1	SEP 2021
52.245-9	Use and Charges	APR 2012
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering—Construction	OCT 2025
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
	Alternate I	SEP 1996

NUMBER	TITLE	DATE
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1 (GSA Class Deviation RFO-2025-53)	Computer Generated Forms	NOV 2025

(3) GSA Acquisition Regulation (GSAR) clauses:

NUMBER	TITLE	DATE
552.203-71	Restriction on Advertising	SEP 1999
552.211-10	Commencement, Prosecution, and Completion of Work	MAR 2019
552.211-12	Liquidated Damages-Construction	MAR 2019
552.211-13	Time Extensions	MAR 2019
552.211-70	Substantial Completion	MAR 2019
552.211-72	References to Specifications in Drawings	FEB 1996
552.215-70	Examination of Records by GSA (Applicable if over $100,000)	JUL 2016
552.227-70	Government Rights (Unlimited)(MAY 1989)(DEVIATION FAR 52.227-17)	MAY 1989
552.228-5	Government As Additional Insured	JAN 2016
552.232-5	Payments Under Fixed-Price Construction Contracts	MAR 2019
552.232-39	Unenforceability of Unauthorized Obligations. (FEB 2018) (DEVIATION FAR 52.232-39)	FEB 2018
552.236-6	Superintendence by the Contractor	MAR 2019
552.236-11	Use and Possession Prior to Completion	MAR 2019
552.236-15	Schedules for Construction Contracts	MAR 2019
	Alternate I	MAR 2019
552.236-21	Specifications and Drawings for Construction	MAR 2019
552.236-70	Authorities and Limitations	MAR 2019
552.236-71	Contractor Responsibilities	MAR 2019
552.236-72	Submittals	MAR 2019

NUMBER	TITLE	DATE
552.236-73	Subcontracts	APR 1984
552.229-70	Federal, State, and Local Taxes	APR 1984
552.243-71	Equitable Adjustments	MAR 2019
552.246-72	Final Inspections and Tests	SEP 1999

IV.C. Subcontract Requirements

The Contractor is advised that many FAR, GSAR and other Agreement clauses are required to be flowed down to subcontracts. Clauses containing flow down requirements include, but may not be limited to, those listed below. The Contractor is responsible for ensuring that all necessary flow-down clauses are included in all subcontracts.

(1) FAR Clauses:

NUMBER	TITLE	DATE
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct (Applies if Subcontract is expected to exceed $6 Million on the date of award and Performance Period is Greater than 120 Days)	NOV 2021
52.203-14	Display of Hotline Poster(s) (Applies if Subcontract is Greater than $6 Million on the date of award)	NOV 2021
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10 (GSA Class Deviation RFO-2025-04)	Reporting Executive Compensation and First-Tier Subcontract Awards	NOV 2025
52.204-14 (GSA Class Deviation RFO-2025-04)	Service Contract Reporting Requirements (Applies to contracts estimated total value of $500,000 or greater)	NOV 2025
52.215-2	Audit and Records-Negotiation	NOV 2025

NUMBER	TITLE	DATE
(GSA Class Deviation RFO-2025-15)		
52.215-12 (GSA Class Deviation RFO-2025-15)	Subcontractor Cost or Pricing Data	NOV 2025
52.215-13 (GSA Class Deviation RFO-2025-15)	Subcontractor Cost or Pricing Data—Modifications	NOV 2025
52.215-15 (GSA Class Deviation RFO-2025-15)	Pension Adjustments and Asset Reversions	NOV 2025
52.215-18 (GSA Class Deviation RFO-2025-15)	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	NOV 2025
52.222-4 (GSA Class Deviation RFO-2025-22)	Contract Work Hours and Safety Standards—Overtime Compensation	NOV 2025
52.222-6 (GSA Class Deviation RFO-2025-22)	Construction Wage Rate Requirements	NOV 2025
52.222-7 (GSA Class Deviation RFO-2025-22)	Withholding of Funds	NOV 2025
52.222-8 (GSA Class Deviation RFO-2025-22)	Payrolls and Basic Records	NOV 2025
52.222-9 (GSA Class Deviation RFO-2025-22)	Apprentices and Trainees	NOV 2025
52.222-10 (GSA Class Deviation RFO-2025-22)	Compliance with Copeland Act Requirements	NOV 2025
52.222-11 (GSA Class Deviation RFO-2025-22)	Subcontracts (Labor Standards)	NOV 2025
52.222-12	Contract Termination—Debarment	MAY 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14 (GSA Class Deviation RFO-2025-22)	Disputes Concerning Labor Standards	NOV 2025
52.222-15	Certification of Eligibility	MAY 2014
52.222-35 (GSA Class Deviation RFO-2025-22)	Equal Opportunity for Veterans	NOV 2025
52.222-36 (GSA Class Deviation RFO-2025-22)	Equal Opportunity for Workers with Disabilities	NOV 2025
52.222-37	Employment Reports on Veterans	NOV 2025

NUMBER	TITLE	DATE
(GSA Class Deviation RFO-2025-22)		
52.222-40 (GSA Class Deviation RFO-2025-22)	Notification of Employee Rights Under the National Labor Relations Act	NOV 2025
52.222-50 (GSA Class Deviation RFO-2025-22)	Combating Trafficking in Persons	NOV 2025
52.222-54 (GSA Class Deviation RFO-2025-22)	Employment Eligibility Verification	NOV2025
52.222-55 (GSA Class Deviation RFO-2025-22)	Minimum Wages for Contractor Workers Under Executive Order 14026	NOV 2025
52.222-62 (GSA Class Deviation RFO-2025-22)	Paid Sick Leave Under Executive Order 13706	NOV 2025
52.226-7	Drug-Free Workplace	MAY 2024
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.227-1	Authorization and Consent	JUN 2020
52.228-5	Insurance—Work on a Government Installation	JAN 1997
52.236-13 (GSA Class Deviation RFO-2025-36)	Accident Prevention Alternate I	NOV 2025

(2) GSA Acquisition Regulation (GSAR) Clauses:

NUMBER	TITLE	DATE
552.215-70	Examination of Records by GSA	JUL 2016

(3) Agreement Clauses:

In Section III of this contract, Controlled Unclassified Information (CUI) *Building Information.*

Design-Bid-Build Solicitation Narrative for the Specialized Mission Training Facility (SMTF)

March 2026

USSS James J. Rowley Training Center (JJRTC)

9200 Powder Mill Road, Laurel, MD 20708

Contract Number: 70Z05018DAECOMT06

Task Order Number: 70US0923F1DHS2707

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Abbreviations

AV	Audio Visual
ABA	Architectural Barriers Act
ADA	Americans with Disability Act
BAS	Building Automation System
DoD	Department of Defense
DPT	Dynamic Professional Training
DX	Direct expansion system
EIFS	Exterior Insulation and Finish System
ESS	Electronic security system
FAA	Federal Aviation Administration
FATO	Final approach and takeoff area
HVAC	Heating, Ventilation, and Air Conditioning
JJRTC	James J. Rowley Training Center
LED	Light emitting diode
MDE	Maryland Department of Energy
NFPA	National Fire Protection Association
PSF	Pounds per square foot
PVC	Polyvinyl chloride
SMTF	Specialized Mission Training Facility
TLOF	Touchdown and liftoff area
UD	Uniformed Division
USSS	United States Secret Service
VAV	Variable air volume

VFR Visual Flight Rules

Chapter 1 – Introduction

Summary

The James J. Rowley Training Center (JJRTC) is the primary training facility for the United States Secret Service (USSS). The training center consists of multiple buildings and structures that provide an environment for various training activities, including active scenario training, as well as classroom and conference room space.

Project Scope

The project consists of the work associated with the Site, Center Building, and Perimeter Buildings. The design package was created to be broken into a phased approach construction if necessary for funding, however at this time, a phased construction project is not expected.

Site

The general scope of the project is to replicate (or match) the original building's grounds on the proposed JJRTC project site. This includes matching both the horizonal and vertical site features of the original grounds. The limits of this replica are the outer curb lines of the proposed perimeter roads (Pennsylvania Avenue, E Street, and West/East Executive Avenue). The scope includes providing stormwater management based on the Maryland Department of the Environment's (MDE's) requirements. In addition, existing utilities serving the JJRTC facility will be improved and extended to service the project site.

As extensive re-grading is required, most of the flora and fauna will be removed from the site. The proposed selection will include inexpensive, fast-growing, and low-maintenance species. Trees will be matched by general size and either be evergreen or deciduous tree types. These types should be selected and placed to match the visual and security functions of the existing trees in the original landscape. Deciduous trees should include shade trees and ornamental (flowering trees).

Center Building

The center buildings make up the original building's replica. The original building's structure consists of a 4-story high Main Residence, and a 3-story high West Wing. A single-story high West Colonnade connects the West Wing to the Main Residence. Building interiors support multiple training support functions. Major building floor areas mirror the original building floor layout. Selected areas designated for dynamic training

are a replica of the original building's interior conditions without attempting to recreate any historic or decorative reproduction. The building's exterior material and finish palette consists of EIFS at exterior walls, metal screens at roofs to screen equipment, exposed concrete, and standing seam metal roof. The exterior wall openings utilize glazed aluminum frame systems. In addition to the original building's structure, a free-standing Cabana building, and a Courtyard are located south of the West Wing. The Courtyard includes a Sunken Patio, a Service Yard with an Enclosure, and a Pergola, all of which are the same size, in the same location and have the same relationship as on those on the original building's grounds.

Perimeter Buildings

The 18 acres of grounds within the security fence have a series of additional structures that will be recreated for the training purposes of this project. Ranging in size and function, a total of 22 additional buildings will be built on the grounds of the Specialized Mission Training Facility (SMTF). Structures include the Maintenance Building, Tennis Pavilion, and the Uniformed Division (UD) Officer Posts. Officer Posts are further broken down into three categories of construction: full build-out with electronic control, full build-out with manual control, and prefabricated. The Officer Posts are typically composed of the Officer booth, the vehicle and/or pedestrian gates, and fencing. The perimeter fence will be constructed to visually represent the existing fence for Officer training, without any formal security value. The building materiality is simplified from the original buildings and focuses on durability. Concrete, concrete masonry, EIFS, insulated metal panels, and standing seam roofs are the primary exterior finishes.

Project Goals and Purpose

Due to the increased operational tempo, development of new training programs, and campus population growth in recent years, the USSS continues to develop the JJRTC campus to meet the needs of the USSS mission. To enhance training activities and operational readiness, the USSS will construct a full-scale site and building representation of the original building, perimeter buildings, and grounds to reflect the building and ground composition as of December 2025.

Chapter 2 – General Requirements

Accessibility

The SMTF will be used for training purposes by the USSS. The Main Residence and West Wing buildings are not intended to be occupied full-time. Due to the nature of the training, the facility will only be used by able-bodied occupants and may not meet all current Architectural Barriers Act (ABA) and Americans with Disability Act (ADA) accessibility standards. However, where applicable, ADA standards are applied to the greatest extent possible, while still maintaining the integrity of the replica.

Permitting

By replicating the existing facility's conditions, there are several building elements that are not fully compliant with current codes and standards.

Multiple site-related systems and design elements require a permit. Following is the list of permit applications already in process and their status by A/E AECOM teams.

Team	Update	Date
MDE	Revised Design Submission to MDE	July 14
	MDE Erosion and Sediment Control	
NCPC	Submit items	August 15
	Final Agenda for Commission	August 29
	Approval	September 4
	MD DNR	October 2025
Aviation Permitting		Complete
Wetlands (WSP Leading)	JJRTC will be awarding a contractor for wetlands shortly.	August 28
Washington Gas	JJRTC to send required client info to design team. Uninterrupted supply is available.	May 20
BG&E	Prelim drawings received, included in IFC CDs.	September 30
	No permit required.	-
Sanitary - USDA	Pipe material is PVC	May 20
	Will remove and replace	June 9

Codes and Standards

Building Code

International Building Code (IBC), 2021 and Subtitle 4 Prince George's County Building Code (From IBC 2018)

Structural Codes

American Society of Civil Engineers (ASCE) 7-16, Minimum Design Loads and Associated Criteria for Buildings and Other Structures

American Institute of Steel Construction (AISC) 325, Steel Construction Manual, 15th Edition

American Concrete Institute (ACI) 318-19, Building Code Requirements for Structural Concrete and Commentary

The Masonry Society (TMS) 402/602, Building Code Requirements and Specification for Masonry Structures, 2016

Electrical Codes

National Fire Protection Association (NFPA) 70; National Electric Code (NEC), 2017 Edition.

International Electric Code / NFPA 70, National Electrical Code 2020

Life Safety (Egress Requirements)

NFPA 101, Life Safety Code (LSC) 2021 Edition.

Lighting Design

Illuminating Engineering Society of North America (IESNA) Handbook, 10th Edition

Provisions for Persons with Disabilities:

Americans with Disabilities Act Accessibility Guidelines (ADAAG), 2010

International Code Council / American National Standards Institute (ICC/ANSI) A117.1-2009

Fire Protection Codes

NFPA 1, Fire Code, 2021 edition

NFPA 10, Standard for Portable Fire Extinguishers, 2018 edition

NFPA 13, Standard for Installation of Sprinkler Systems, 2019 edition

NFPA 14, Standard for the Installation of Standpipe and Hose Systems, 2019 edition

NFPA 20, Standard for the Installation of Stationary Pumps for Fire Protection, 2019 edition

NFPA 72, National Fire Alarm and Signaling Code, 2019 edition

NFPA 80, Standard for Fire Doors and Other Opening Protectives, 2019 edition

NFPA 90A, Standard for the Installation of Air-Conditioning and Ventilation Systems, 2018 edition

Mechanical, Electrical, and Plumbing Codes

American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) 90.1 – ASHRAE 62.1

ASHRAE 189.1 – Sections 8.3.1, 62.1 and 6.3.2

ASHRAE 55

International Energy Conservation Code (IECC) 2021, with Appendices

International Mechanical Code (IMC) 2021, with Appendices

International Plumbing Code (IPC) 2021, with Appendices

Telecom Design

Telecommunications Distribution Methods Manual (TDMM) Handbook, 14th Edition

Other

Maryland Stormwater Management and Erosion and Sediment Control Guidelines for State and

Federal Projects February 2015

Maryland Stormwater Design Manual Volume I and II (Revised May 2009)

2011 Maryland Standards and Specifications for Erosion and Sediment Control

Maryland Department of Environment Technical Memorandum #11 Stormwater Management Spreadsheets

Guidelines for Sustainable Federal Buildings and Associated Structures

National Environmental Policy Act (NEPA)

National Capital Planning Commissioning

(Note: The SMTF project was approved as part of the master plan. The NCPC approved the JJRTC 2017 Masterplan at the December 7, 2017, commission meeting. The JJRTC 2017 Master Plan is For Official Use Only (FOUO) and will be transmitted to the Committees in a manner pursuant to limitations placed upon the sharing of FOUO information.)

Chapter 3 – Site

Existing Site Conditions

The proposed site consists of 40.86 acres of an undeveloped and wooded area located on the JJRTC facility. It is bounded by existing paved on-site private roads. Its shape and proportions are similar to the original building and will accommodate the replica original building with its perimeter roads (Pennsylvania Avenue, E Street NW, and West/East Executive Avenue). The project scope includes matching both horizontal and vertical site features of the original grounds and minimizing the impact on the existing environment to the greatest extent possible.

The proposed site contains wetlands and comprises two watersheds. The majority of the water flows to the west to an existing on-site pond, and the remainder flows to the south under South Perimeter Road toward Powder Mill Road.

The JJRTC facility does contain existing utility services, but they are not located or sized to meet the requirements of the replica original building site. Utility improvements are required to provide adequate utility services for the project.

Site Fire Service Features

Site fire service features are designed to meet Prince George's County Fire Code and NFPA requirements. The fire service features comply with Prince George's County Fire Department standards which include proposed fire apparatus access, location of fire lanes, security gates across fire apparatus access, and site fire hydrant systems.

Grading

The surface grades for the project site simulate the original site to the maximum extent practical, and extensive regrading is required. The grading plan was coordinated with the existing JJRTC roads and existing drainage features so that retaining walls would not be needed along these perimeter roads. A maximum grade of 3:1 was used when matching the proposed grades to the existing contours to allow for maintenance and mowing. Most of the site requires extensive fill while a small area in the southwest corner requires some cut.

Retaining walls are designed to match those on the original grounds.

Environmental Requirements

The design standards focus on implementation of Environmental Site Design (ESD), which is the implementation of low-impact development (LID) facilities to treat stormwater runoff at its source rather than conveying to larger facilities for treatment and control. Because this project is a Federal facility, it is also subject to requirements set forth in the Energy Independence and Security Act of 2007 (EISA). The applicable requirements are that “the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 sq ft] shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the pre-development hydrology of the property with regard to the temperature, rate, and duration of flow”. The ESD goals required by MDE and the regulations set forth in EISA are similar. All require that development of a site occur such that the post-development runoff characteristics of the site mimic the pre-development runoff characteristics of the same site, typically through implementation of Low Impact Development (LID) facilities. However, there are differences in the methodologies used by each regulation to achieve the stated goals. Given that the subject project is to be permitted through MDE and is subject to EISA, a detailed analysis of both sets of requirements during design is necessary to ensure compliance with both.

Utilities

Water

It was determined that the existing water system and the 50,000-gallon below-ground water storage tank does not have the capacity to serve the proposed building facilities in regard to fire, domestic water, and irrigation demands. The project proceeded with a separate water system that would serve the replica site and the future addition that will be connected to the Main Residence’s east side in the future, under a separate contract.

Sanitary Sewer

New sanitary sewer lines are provided within the main project site (bounded by 18th,13th, & I Streets, and South Perimeter Road) and are extended outside the main project limits to the west in order to connect into the overall campus sanitary system.

The existing 4” PVC force main pipe from PPS-003 to Powder Mill Road (WSSC system) will be improved to handle the increased sanitary sewer flows. This work will include the removal and replacement of the 4” PVC force main with a larger 6” PVC force main and replacement of any valves in-kind.

Stormwater Management

Existing Drainage Conditions

There are no stormwater management collection, management, or treatment systems on the project site.

Stormwater Management Requirements

JJRTC is located in Maryland, on federally owned property. The governing authority for stormwater management at JJRTC is the MDE. The Maryland Stormwater Management Guidelines for State and Federal Projects, published in February 2015, provides direction on the design, review, and approval process for state and federal projects.

Stormwater Management Approach

The general stormwater management concept is based on providing perimeter treatment through bioretention and submerged gravel wetlands meeting both the water quality and partial quantity requirements for the proposed site. No flood hazards or other significant climate risks have been identified on the site. The stormwater management concept total capacity includes an impervious area planned for the future building addition that will be connected to the Main Residence’s east side later, under a separate contract.

Landscape Architecture

Design Approach

The proposed landscape, including planted areas, walkways, and site features, must recreate the forms of the original building grounds and meet the functional requirements of the training facility. Aesthetic and functional considerations associated with the training facility's mission are met efficiently and cost-effectively. Characteristics of the original building site unrelated to the training facility's mission will not be replicated or addressed.

Most of the existing flora and fauna will be removed from the site. Trees and plantings are generalized to the same locations, mature size ranges, phyla, and presence characteristics of the subject plants. Proposed plants are inexpensive, fast-growing, and low maintenance.

Walkways have the same plan relationships and functions as the subject site. Site features, such as pools and monuments, are the same general size and in the same location; these objects will otherwise not be functional. Site walls, pergolas, benches, bicycle racks, concrete barriers, fences, stairs, planters, bollards, and other site appurtenances will function as necessary for training purposes and facility requirements.

Artificial trees, shrubs, tree trunks, and artificial tree canopies are used to mimic the properties of the large and mature plantings on the site located in crucial view corridors or to provide physical barriers.

Soil

The current wetland topsoil should be tested to see if reuse of the topsoil is possible. If so, the topsoil should be stored on site and reused after grading has been completed. A space for soil storage that does not interfere with building and site modifications or necessary movement through and around the site will be determined. If this is not possible, the new soil should be graded over the existing and a new topsoil layer should be placed and fine-graded at the surface up to the perimeters of the buildings.

Site Security

The overall electronic security system's goal is to use all video surveillance cameras and other electronic security system (ESS) devices placed around the Campus primarily for training purposes. The ESS is made up of Video Surveillance, Electronic Access Control and IP Intercoms. The ESS is a comprehensive, unified security platform designed to integrate video surveillance, intercom, and access control into a single, cohesive system for situational awareness, streamlined operations, and efficient security management. Its modular architecture allows for centralized control and advanced analytics.

Site Lighting

The general scope is to replicate (or match) site lighting layouts to match those of the original building's grounds at the proposed JJRTC project site. This includes matching illumination levels (foot candles) but not match exact fixture types.

Site Development Requirements

The project requires significant amounts of fill placement to bring the site to proposed grades. Anticipated settlements due to the proposed fill surcharge over natural soils are estimated to be several inches and have a major impact on design recommendations. The method and sequence of placement of the fill impacts foundation options that can be used for supporting the building.

Aviation

The design of the helipad is based on the critical helicopter, a Sikorsky VH-92A Patriot. Conditions and location of the helipad mimic the current landing areas at the original building. The helicopter is expected to follow Visual Flight Rules (VFR) operations. Nighttime operations are considered; conditions are to mimic the current equipment and procedure. The FAA's heliport design advisory circular (AC No. 150/5390-2D) is used to determine the approach to landing, landing area, safety areas, and facility placement.

Helipad landing area safety and loading components include the following:

- Approach/departure surfaces
- Transitional surfaces
- Final approach and takeoff area (FATO) surfaces
- Touchdown and liftoff area (TLOF)
- Safety area

Chapter 4 - Center Building

Architecture

The baseline scope involves creating a replica of the original building, featuring a four-story, 81,000-square-foot Main Residence. The interior will be finished using basic construction and finish materials that spatially replicate the original building interior for training purposes.

Additionally, the project includes a three-story, 47,000-square-foot West Wing fully equipped with HVAC systems, LED lighting, flooring, stairs, and restroom facilities.

A one-story West Colonnade connects the wing to the Residence. Like the Residence and wing, the colonnade spaces are complete with finishes, HVAC systems, and LED lighting. The baseline scope does not include any basement or sub-basement levels.

Building Envelope and Façade

Roof

Roofing for the SMTF features three assemblies. The Main Residence assemblies consist of standing seam metal roofing and a single-ply, fully adhered EPDM rubber roofing assembly. The EPDM assembly is white in color to meet a higher solar reflective index value and help reduce heat island effects. The West Wing has an EPDM roof assembly supplemented by architectural grade asphalt shingles on select sloped roof surfaces. The walkable surface design on the EPDM roof assembly is a deviation from the bridging documents. Instead of a pultruded fiberglass grating with gritted surface, a more cost-effective, flexible rubber walkway grid that is fully compatible with the EPDM assembly is proposed. All roof assemblies meet the minimum R-value requirements based on ASHRAE 90.1 and are designed to withstand the wind loads as noted under Section 4.2.4.

Exterior Construction

The primary façade system is composed of an EIFS on cold-formed metal framing. Supplemental bands of CMU on cold-formed metal framing are incorporated onto the façade at four vertical areas of the Main Residence to support rappelling training. The wall assemblies meet the minimum R-value requirements based on ASHRAE 90.1.

Exterior Glazing Systems

Insulated glazing units with low-E coating will be used to minimize solar heat gain and maximize energy efficiency. All windows are fixed-type assemblies of thermally broken extruded aluminum. Glazing is not required to be ballistic-rated or designed for blast

resistance. Spandrel and translucent glazing assemblies are located as appropriate for privacy in restrooms and concealment of level changes and unoccupied spaces.

Exterior Doors

Solid exterior doors are insulated, painted hollow metal doors and frames. Exterior glazed doors, transoms, and sidelights are aluminum curtainwall or storefront systems. The intention for all man entry doors located at building perimeter is to replicate the door type, geometry, and operation-including door hardware type and its mounting. In addition, these doors are equipped with mag locks. Access card readers are not provided for this project. Door hardware on all other exterior doors leading into single rooms, such as utility and building support areas not connected to the building interiors are provided with standard door hardware sets per room function. Forced entry is not a part of the design scope.

Decorative Columns and Balustrades

Simplified fiberglass column covers and balustrades are integrated into the design to approximate the original architecture.

Mock Structures

The Center Building includes non-functional mock structures such as chimneys, skylights, and a greenhouse, to replicate circulation patterns and visual clearances.

Building Core and Interior Design

Realistic representation of the primary spaces in the Main Residence, West Wing, and circulation paths are the essence of the design solution for the SMTF. Consequently, finish materials provide the necessary durability where required to endure Dynamic Professional Training (DPT) sessions and a representative texture and palette to foster a familiar environment to that of the original building. Replicated spaces include wooden stained doors while training and support space doors are hollow metal. Furniture is not included in the contract and will be provided and installed by the Government.

The floor finishes closely mimic friction and tactility of real surfaces to give staff a realistic experience of the space, except for at the stairs. Terrazzo flooring is used to mimic the natural stone flooring pattern in the Main Residence. 60-70% of ceiling types are replicated. Replicated spaces include wooden stained doors while training and support space doors will be hollow metal.

Select spaces within the SMTF replicate existing conditions of the original building for dynamic professional training purposes and may not comply with modern codes and standards. The remainder of the spaces are operational support spaces designed in accordance with the applicable codes and standards. The stairs' characteristics are replicated to the greatest extent possible. Therefore, some stairs/rails do not comply with current IBC and life safety code requirements.

Interior Systems

Dynamic Professional Training (DPT) Spaces and Corridors

Primary spaces in the Main Residence, West Wing, West Colonnade, and all circulation areas are designated for dynamic training and are a replica of original conditions without attempting historic and decorative reproductions. Replica spaces and corridors receive various treatments dependent upon their location within the building and the affiliation with DPT.

All interior partitions within replica spaces are a painted gypsum wall board. Partitions in replicated DPT rooms are painted a solid color to represent the primary color of the existing mural, wallcovering, or paint. All windows are to receive mini blinds as a standard treatment. In addition to mini blinds, draperies are provided at identified replica spaces (locations pending per client direction). Drapery specifications are considered to be part of the FFE package and will be provided by the government.

The floor finishes include sealed and stamped concrete, terrazzo, and stone or wood grain patterned luxury vinyl tile (LVT). Ancillary space flooring includes broadloom carpet or LVT. Area rugs are designated to rooms where area rugs are located in the original building, solid-colored rugs are utilized to represent the main color of true rugs. Raised access floor system is provided only in selected West Wing ground floor areas.

Ceiling types include painted gypsum ceilings and 2x2 lay-in acoustic ceiling tiles. Where feasible, ceiling heights match that of the original building. Due to limited floor to floor heights, robust structural system, and complex utility and infrastructure systems, most rooms have a lower ceiling height than existing conditions.

General Office Support, DPT and CPT Support and Classrooms

Best design practices are applied for all classrooms and training rooms possibly that are available within provided special restraints of the existing original building, including room layout, technology, data and power requirements and paths.

General offices and classrooms feature consistent treatments throughout the West Wing. Interior gypsum board partitions include a standard field-paint finish material with a rubber

base, given the absence of DPT taking place in these spaces. CPT Classrooms are designed with STC50 partitions, while Office rooms are provided with STC45 partitions.

All windows are to receive mini blinds as a standard treatment. In addition to mini blinds, manually operated blackout roller shades are provided in classrooms to allow for privacy and lighting control.

Special Spaces

The Training Operations Center (TOC) and Dynamic Training Response Room are designed for enhanced sound mitigation, achieving STC-50. Existing manned post locations for the Main Residence and West Wing are noted on the floor plans and replicate current built-in architecture casework geometry. Infrastructure for data, security, IT, and operations control is also replicated.

Staff Support Areas

Break Rooms and Restrooms

The majority of Break Rooms and Restrooms are in the same locations of the original building, but the layouts are updated, optimized and standardized for efficiency, to improve their function, maintenance and for code compliance.

Building Support Areas

Building Systems, Storage, and Utility Rooms

Building systems and utility rooms are located across the Center Building for energy efficiency, code compliance and to best support the training, operation and training control needs. These spaces are not replicated.

The room finishes vary depending on room function and needs. All systems and utility rooms feature field-painted gypsum board partitions. All windows are to receive mini blinds as a standard treatment. Small storage rooms have a 2x2 lay-in acoustic ceiling tile and LVT or broadloom carpet flooring. Most utility rooms feature sealed concrete or Static Dissipative Tile (SDT) flooring and exposed ceilings with suspended strip lighting fixtures.

Vertical Circulation

Elevators

The SMTF is designed with three electric traction passenger elevator types, with one designed as service elevator. All elevator hoist ways are designed to house all major standard traction elevator manufacturer products. Elevators' locations match the location

of the original building. The elevator control closets also match the existing control room's location and size. The design intention for the control closets is to provide them with equipment and controls to close-match the original, so these areas can be also used for dynamic training and the various emergency scenarios, if desired. Two elevators are provided with an additional remote-control capability to replicate their operations inside the original building. These two elevators can be operated from manned post locations adjacent to the elevator. All elevators are passenger class C3, gearless, machine room less, and ADA compliant. All elevator cabs have stainless steel paneling with VCT flooring and stainless-steel ceilings.

Stairs

Interior stairs are part of the Center Building circulation and therefore included in the dynamic training. Stair characteristics, including riser height, tread depth, stair count and geometry of the runs, rails and handrails are replicated to the greatest extent to provide realistic conditions for the JJRTC training efforts, as requested by government. As such, not all stairs comply with the current IBC code requirements. Additionally, in the Main Residence, Stairs 1, 2, and 6 deviate from life safety code requirements.

Stairs on roof are provided to connect different levels between Center Buildings roofs and provide access for roof maintenance and roof mounted equipment maintenance. Stair locations closely match the original building's roof stairs. Roof stairs are aluminum and designed to meet OSHA requirements.

Structural Systems

Foundation

The foundation system for the Center Building structures consist of shallow soil supported spread footings per the Geotechnical Report. The net allowable soil bearing capacity is 3,500 pounds per square foot (psf) for footings founded on newly placed compacted structural fill. Extensive earthwork operations are required, consisting of fill and preloading of the site for a period of time based on the findings in the Geotechnical Investigation. There is a partial basement under the North Portico.

The ground floor slab for the Main Residence and West Wing utilize ground-supported slab-on-grade construction. The typical ground floor slab in the Main Residence consists of a 5-inch-thick slab-on-grade with welded wire reinforcement. The ground floor slab in the mechanical spaces consists of a 6-inchthick slab-on-grade with welded wire reinforcement.

Structural Framing System

The typical elevated floor framing for the Main Residence consists of concrete-filled composite steel floor deck supported by structural steel beams. Bay sizes vary throughout the Main Residence. Shoring is not required for the composite floor deck and structural steel beams.

The fire-resistance rating will be achieved by applying cementitious fireproofing material to the steel beams and steel columns. The thickness of the concrete fill over the composite steel floor deck is provided to meet or exceed the minimum thickness to achieve a 1-hour fire-resistance rating. The typical floor slab system for the Main Residence consists of 3-1/2-inch normal weight concrete fill over 2-inch deep, 20 gage galvanized (G60) steel composite floor deck supported on structural steel beams. The total composite slab thickness is 5-1/2 inches. The thickness of concrete fill and composite deck depths are revised from the WSP bridging documents to meet the floor fire-resistance requirements and maintain a consistent floor construction type throughout the Main Residence and West Wing buildings.

The North Portico State Level floor system consists of a 10-inch thick, cast-in-place concrete slab supported by cast-in-place concrete beams. The North Portico structural framing system is cast-in-place concrete to accommodate the design requirements of the drive lanes and the north entry. The concrete slab design is coordinated with the road paving section, entry stairs, as well as waterproofing and drainage requirements. The North Portico structural framing transitions from cast-in-place concrete to steel framing above at the Third-Floor level.

The columns are structural steel throughout the Main Residence. Building gridlines and column locations are coordinated with the architectural layout to resolve conflicts where present in the WSP bridging documents.

The North Portico and South Portico columns and floor framing are revised from cast-in-place concrete to utilize composite structural steel framing consistent with the remainder of the Main Residence building structure.

The framing of the mechanical space over the North Portico is revised from long-span joists to utilize composite structural steel framing for the support of the mechanical equipment. Base of exterior columns are encased in concrete to provide protection from impact.

The columns are structural steel in the West Wing and West Colonnade. Building gridlines and column locations are revised to coordinate with the architectural layout to resolve conflicts with doors, windows, interior features, and space layout where present in the

West Wing bridging documents. An expansion joint separates the West Wing and the West Colonnade structures. Columns are added adjacent to the expansion joint to frame the roof structure and provide structural separation on the side of the West Colonnade.

The roof of the Main Residence consists of the typical composite structural steel floor framing to support CFS trusses and in areas intended for training occupancy.

The roof of the West Colonnade consist of a typical composite floor framing in areas supporting rooftop mechanical units. The roof in the West Wing consists of the typical composite structural steel floor framing to support CFS trusses.

The fire-resistance rating is achieved with the thickness of the concrete fill and by applying sprayed-on fireproofing material to the steel beams and steel columns. The hip roof of the central area on the Main Residence building utilizes 1-1/2-inch-deep steel roof deck supported by CFS trusses.

Lateral Framing System

Steel moment frames are utilized in each plan direction to provide the lateral force-resisting system for the entire Center Building. The lateral system is to utilize an all structural steel solution and does not require the stair and elevator shaft walls to be CMU.

Mechanical Systems

HVAC Systems

The primary HVAC system for the buildings is packaged, direct expansion (DX), variable air volume (VAV) rooftop air handling units. The rooftop units supply single-duct VAV terminal units with electric reheat coils.

VAV terminal units are located within the building to serve places of similar uses and exposures. High occupancy areas such as classrooms and the East Room have dedicated VAV terminal units. The units are located between structural members to the greatest extent possible to maintain the correct ceiling heights.

Plumbing Systems

Water Conserving Plumbing Fixtures

Plumbing fixtures and trim are specified to be commercial quality. Fixtures comply with ADA standards where required. Flow restrictors for low water consumption fixtures are provided. Flush valves and lavatory faucets are to be manually operated.

Domestic Water System

A 6-inch water service is required, which feeds the Main Residence, the West Wing, and the irrigation system. A reduced pressure principal backflow preventer and BAS-interfaced turbine water meter are provided at the domestic water service upon entering the mechanical room, downstream of the main shutoff valve.

Sanitary Waste and Vent

A 4-inch sanitary pipe from the building will flow by gravity to connect to the site sanitary sewer system. Floor drains are provided in toilet rooms and mechanical/utility rooms to aid in equipment serviceability. Trap primers are provided for all drains connected to the sanitary system where drainage is not routinely expected.

Storm Drainage System

Storm drainage systems consist of a combination of roof and overflow drains for low-slope roof areas, area drains for promenade flat roofs, gutter systems, rain leaders and overflow piping, scupper drains, condensate drainage, and necessary appurtenances for maintenance and proper drainage of the building due to exterior precipitation events. Stormwater piping connects to the site stormwater system below grade, and secondary stormwater discharges above grade.

Electrical Systems

Electrical service will be derived from the existing BG&E medium voltage service that currently supplies the JJRTC campus. This scope provides underground ductbank extension and medium voltage conductors from the existing BG&E service entrance to the proposed pad-mounted transformer dedicated for the Center Buildings including the Main Residence and West Wing areas. The Center Building pad-mounted transformer is specified with loop feed bushings, which are used to continue the BG&E medium voltage circuit to the Perimeter Buildings. The pad-mounted transformer is provided with metering enclosures, CTs, and meters per BG&E requirements. Metering enclosures are provided by this contractor; meters and CTs are provided by BG&E. Medium voltage conductors supplying transformer primaries will be installed and owned by BG&E; ductbank and feeders will be installed by this contractor. Grounding will be installed by this contractor. Additionally, pad-mounted service transformers will be installed and owned by BG&E. Government ownership demarcation shall be at the load side of the meters.

Fire Protection

A code-required fire suppression and fire alarm system is provided in the Center Building, which includes the Main Residence and West Wing. The fire suppression system is fed from a site water tank via a fire pump in the Main Residence to supply sprinklers and standpipes in the building. The fire alarm system includes initiation devices, such as smoke detectors and pull stations, and occupant notification with a voice evacuation mass notification system.

Life Safety

The Central Building is a new four-story replica building with training facilities in the Main Residence and the West Wing. Room names and sizes are replicas of the existing original building facility. Rooms do not reflect the actual usage of the building, for example rooms that are listed as “bedrooms” will not have any sleeping occupants. The new building is to be constructed of non-combustible materials throughout and meets the fire resistance requirements for construction Type IIA.

The Central Building contains three different use groups including Business (B), Storage (S-2), and Assembly (A-3) as an incidental use, per IBC. In NFPA 101, the three different occupancies are classified as Business, Assembly, and Industrial. The building is classified as a mixed-use building, with B, S-2, and A-3 occupancies being non-separated. All life safety requirements for each occupancy comply with the more restrictive requirements of the occupancies involved when a non-separated approach is used.

Audiovisual Systems

The AV systems support the command, and it is supporting teams in a forward-thinking, effective, and efficient manner. This is accomplished via the use of technology deployed in a way that meets and exceeds the current mission requirements with a forward-looking focus. The technology follows the local, DoD, and other specified codes and standards for low and high side signal transportation. This includes the use of devices designed and manufactured to be TAA compliant and on the APL for collaboration devices. No RF-Radio-Blu Tooth components, and no blacklisted products are allowed.

Telecommunications

The Main Residence, and West Wing require various data end points (work area outlets) to support end-user devices within Control Rooms, USSS Down Room, Debriefing Rooms, Classrooms, and Reception areas. To provide the maximum flexibility and scalability of the IT Infrastructure, the shared Entrance Facility (EF) and MDF will be housed within the

Main Residence. Additionally, there will be one Telecom Room per floor except for the Main Floor where devices will be fed from above or below for the Main Residence, and one Telecom Room per floor in the West Wing. The Government is to furnish, and the contractor is to install the active equipment. The contractor is to furnish and install all remaining components on the project to ensure a complete and working network.

Security

Security devices for the Center Building include Video Surveillance cameras, IP Intercoms and Access Control devices that will be part of the overall campus wide Electronic Security System (ESS).

The overall electronic security system's goal is to use all video surveillance cameras and other electronic security system (ESS) devices placed around the Campus primarily for training purposes. The ESS is made up of Video Surveillance, Electronic Access Control and IP Intercoms. The ESS is a comprehensive, unified security platform designed to integrate video surveillance, intercom, and access control into a single, cohesive system for situational awareness, streamlined operations, and efficient security management. Its modular architecture allows for centralized control and advanced analytics.

Card readers and door release buttons that match the current models in appearance, functionality, and technology are provided.

Chapter 5 – Perimeter Buildings

Architecture

The architectural elements of the perimeter buildings are intended to invoke the look, feel, and character of the buildings on the existing campus. However, they have been simplified in design and strengthened in durability. The campus layout, as well as the interior building layouts match to the greatest degree possible, what is on the existing campus.

Maintenance Building

This unheated structure provides storage for landscape maintenance and exterior training scenario equipment. This building's utilities are identified as base bid and the building structure is identified as a bid option. The scope of construction will vary depending on the option selected by the USG.

Tennis Pavilion

This facility requires a revision of the scope initially proposed. The tennis pavilion is wired for electric and telecommunications services and includes a restroom. This building's utilities are identified as a base bid and the building structure is identified as a bid option. The scope of construction will vary depending on the option selected by the USG.

Uniformed Division Officer (UDP) Posts

These are divided into two categories of bid (base bid and bid option) and three categories of construction: (full build-out with electronic control, full build-out with manual control, and prefabricated). The Officer Posts typically comprise the Officer booth, the vehicle and/or pedestrian gates, and fencing.

Vehicle and Pedestrian Gates

There are a total of 12 vehicle gates to be constructed on the site. All of them are associated with an Officer Post and expected to be controlled from the associated post. Controls for the gates are from within each post. The level of control at each vehicle gate varies depending on the type of build-out for the post.

Fencing

The perimeter security fencing around the 18 acres does not match that which is installed at President's Park. The function of the fence as a training barrier does not require full construction. There is no security standard to meet with the perimeter fences. The height of the fence is reduced to approximately 7 feet. An aluminum fence with a vertical picket and similar spacing to the original is the typical installation.

Structural Systems

The structural design of the site perimeter buildings is in accordance with applicable codes and standards listed earlier in this document. Structural engineering scope encompasses the design of site perimeter building structures for both gravity and lateral loads.

Foundation

The foundation system for most of the structures consists of shallow soil supported continuous wall footings or spread footings at columns and continuous wall footings at load bearing walls. The floor slab utilizes ground supported slab on-grade construction. The slab is either a 5-inch-thick concrete slab-on grade with welded-wire reinforcement construction or a 6-inch-thick concrete slab-on grade with steel reinforcing bars in both directions. The floor slab turns down at the slab perimeter.

Structural Framing System

Three different systems are used throughout the perimeter structures.

1. Load bearing CFS stud walls: The exterior walls are load-bearing walls with 6-inch CFS studs spaced 16 inches on center. The roof framing system consists of 1 ½-inch deep galvanized (G90) steel roof deck supported by CFS trusses spaced 16 inches on center.
2. The structural framing system utilizes steel HSS roof beams at the building perimeter supported by steel HSS columns. The roof framing system consists of 1 ½-inch deep galvanized (G90) steel roof deck supported by CFS rafter/truss members spaced 24 inches on center.
3. Prefabricated Officer Posts structural framing and lateral force-resisting systems will be determined by the manufacturer of the prefabricated buildings. It is anticipated that the prefabricated structure will be fastened to the concrete slab using expansion anchors.

Lateral Force Resisting System

The exterior walls and the central dividing walls, where applicable, act as shear walls to resist the lateral loads imposed on the structure.

Other Site and Perimeter Structures

Retaining walls are required at multiple locations on the site. The retaining walls are steel reinforced concrete cantilevered retaining walls.

Fencing is supported by continuous concrete walls with steel reinforcing bars.

Piers supporting gates consist of reinforced masonry walls supported by reinforced concrete footings. At vehicular gate locations, a structural steel post integral with the masonry walls supports the gate.

Mechanical Systems

The perimeter buildings are provided with heating and cooling as prescribed in the feasibility study and based on client requirements. All mechanical heating and cooling for the perimeter buildings are standalone systems. Interior design conditions are based on the requirements of ASHRAE Standard 55.

Maintenance Building

The Maintenance Building is conditioned for heating only. The heating is provided by electric unit heaters. The space is ventilated in summer months using an intake louver and exhaust fan. This building's utilities are identified as base bid and the building structure is identified as a bid option. The scope of construction will vary depending on the option selected by the USG.

Tennis Pavilion

The Tennis Pavilion is conditioned using a standalone direct-expansion heat pump system. The ventilation load of the Tennis Pavilion is handled by a dedicated DOAS unit that is also a standalone system. This building's utilities are identified as base bid and the building structure is identified as a bid option. The scope of construction will vary depending on the option selected by the USG.

Officer Posts

The Uniformed Division Officer Posts are conditioned using mini-split direct-exchange heat pump systems. Where feasible, the systems are provided with outside air kits.

Plumbing Systems

All plumbing work will be executed in accordance with the applicable codes and standards listed earlier in this document. Plumbing systems provide building support functions such as roof drainage and janitor closet supply and drainage.

Tennis Pavillion, Officer Post – A4

Water Conserving Plumbing Fixtures

Plumbing fixtures and trim is specified to be commercial quality. Fixtures comply with ADA standards where required. Flow restrictors for low water consumption fixtures are provided. Flush valves and lavatory faucets are to be manually operated.

Domestic Water System

A two-inch water service is required. A reduced pressure principal backflow preventer and Building Automation System (BAS) interfaced turbine water meter are provided on the domestic water service upon entering the janitor's closet, downstream of the main shutoff valve. All potable water sources will be sub-metered.

Domestic water piping is to be type L copper. All domestic water piping is to be insulated.

Hose bibbs and wall hydrants are provided as required for servicing equipment and general maintenance.

An electric storage water heater located in the janitor's closet provides hot water to the janitor's sink. An American Society of Sanitary Engineering (ASSE) 1017 thermostatic master mixing valve is provided at the water heater and an ASSE 1070 point of use mixing valves is provided at each public lavatory. All domestic hot water consumption will be sub-metered.

Sanitary Waste and Vent

Sanitary from the building will flow by gravity to connect to the site sanitary sewer system. Floor drains are provided in toilet rooms and mechanical/utility rooms to aid in equipment serviceability. Trap primers are provided for all drains connected to the sanitary system where drainage is not routinely expected. Above-grade sanitary and vent piping are hubless cast iron, while below-grade piping is solid core polyvinyl chloride (PVC).

Storm Drainage System

The storm drainage system consists of gutters with external downspouts discharging to the site stormwater system below grade.

Natural Gas

Natural gas delivery is not planned for these buildings.

Maintenance Building

Domestic Water System

A water connection fed from the adjacent Tennis Pavilion building is provided to feed a hose bib.

There are two locations on the Maintenance building exterior where a hose bib will be installed.

Sanitary Waste and Vent

Sanitary waste and vent systems are not planned for these buildings.

Storm Drainage System

The storm drainage system consists of gutters with external downspouts discharging to the site stormwater system below grade.

Natural Gas

Natural gas delivery is not planned for these buildings.

Remaining Perimeter Buildings

Domestic Water System

Domestic water system is not planned for these buildings.

Sanitary Waste and Vent

Sanitary waste and vent systems are not planned for these buildings.

Storm Drainage System

The storm drainage system consists of gutters with external downspouts discharging to the site stormwater system below grade.

Electrical Systems

Electrical service will be derived from the existing Baltimore Gas & Electric Company (BG&E) medium voltage service utilized to supply the JJRTC campus. This scope provides underground ductbank extension and medium voltage conductors from the existing BG&E service entrance to the proposed pad-mounted transformer dedicated for the Center Building. The Center Building pad-mounted transformer is specified with loop feed bushings which will be utilized to continue the BG&E medium voltage circuit to two

pad-mounted transformers dedicated for the Perimeter Buildings. Each of the three pad-mounted transformers are provided with metering enclosures, current transformers (CTs) and meters per BG&E requirements. Metering enclosures are provided by this contractor; meters and CTs are provided by BG&E. Medium voltage conductors supplying transformer primaries will be installed and owned by BG&E, ductbank installed by this contractor. Grounding will be installed by this contractor. Additionally, pad-mounted service transformers will be installed and owned by BG&E. Government ownership demarcation shall be at the load side of the meters. Final electric service coordination with BG&E is still in progress. The Electrical System is robust as well as flexible to allow for future power requirements.

All the applicable design guides, standards, and guidelines listed in the Statement of Work are adhered to and met.

Fire Protection

The Perimeter Buildings are not required by IBC Sections 903 and 907 to be protected by a fire suppression or fire alarm system. Therefore, none of the Perimeter Buildings are protected by either fire suppression or fire alarm system. Portable fire extinguishers are provided in all business and storage occupancies.

Life Safety

The Perimeter Buildings consist of multiple small support buildings spread around the Central Building. Each Perimeter Building is a single-story structure with a Type IIB construction type (Unprotected, Non-Combustible).

There are 14 Uniformed Division Posts located around the Central Building. The largest Uniformed Division Post, A4, is 730 sqft, but most are significantly smaller between 57 sqft and 615 sqft. The Uniformed Division Posts are classified as Group B (Business) per IBC and Business Occupancy (Chapter 38) per NFPA 101.

The Maintenance Building is the largest Perimeter Building and is approximately 3,000 sqft in area. The Maintenance Building is classified as a Group S-1 (Moderate-Hazard Storage) per IBC and Storage Occupancy (Chapter 42) per NFPA 101 Ordinary Hazard Storage Occupancy. This building’s utilities are identified as base bid and the building structure is identified as a bid option. The scope of construction will vary depending on the option selected by the USG.

The Tennis Pavilion is approximately 1,125 sqft in area. The Tennis Pavilion is classified as Group B (Business) per IBC and Business Occupancy (Chapter 38) per NFPA 101. This building's utilities are identified as base bid and the building structure is identified as a bid option. The scope of construction will vary depending on the option selected by the USG.

The Cabana is approximately 630 sqft in area. Cabana is classified as Group B (Business) per IBC and Business Occupancy (Chapter 38) per NFPA 101.

Audiovisual Systems

The audiovisual (AV) systems support the command's mission and support teams in a forward-thinking, effective, and efficient manner. Technology is deployed in a way that meets and exceeds the current mission requirements with a forward-looking focus. The technology follows the local, USSS, and/or other specified codes and standards for signal transportation and distribution.

Telecommunications

SMTF utilizes a replica of a secure campus that requires low-voltage infrastructure (hierarchy star topology) to support AV, Security, and Data. Outposts house security cameras and data work area outlets. An outside plant (OSP) infrastructure is required to support the low-voltage campus overall for day-one operations as well as potential future endeavors. The Government will furnish, and the contractor will install the active equipment. The contractor will furnish and install all remaining components on the project to ensure a complete and working network.

Security

Security devices for the perimeter buildings include Video Surveillance cameras, IP Intercoms and Access Control card readers that will be part of the overall campus wide Electronic Security System (ESS). Based on initial programming meetings and review of the Security design with USSS team, AECOM's understanding of the Security systems approach for the project is represented below.

The overall electronic security system's goal is to use all video surveillance cameras and other electronic security system (ESS) devices placed around the Campus primarily for training purposes. The ESS will be made up of Video Surveillance, Electronic Access

Control, and IP Intercoms. The ESS is a comprehensive, unified security platform designed to integrate video surveillance, intercom, and access control into a single, cohesive system for situational awareness, streamlined operations, and efficient security management. Its modular architecture allows for centralized control and advanced analytics.