SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. 2032H326Q00053	2. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☐ NEGOTIATED (RFP)	3. DATE ISSUED 07/24/2026	PAGE 1 OF PAGES 59

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. 26PR-TDP-0219	6. PROJECT NO.

7. ISSUED BY CODE TDP-IRS

INTERNAL REVENUE SERVICE
AWSS/Procurement
OS:A:P:T, Stop C7-430
5000 Ellin Road
Lanham MD 20706

8. ADDRESS OFFER TO

9. FOR INFORMATION CALL: a. NAME CHRISTIAN FOWLER b. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*

SOLICITATION

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

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

The contractor shall provide all labor, tools, equipment, management, supplies and any other items deemed necessary for the renovation of Main Treasury 5th Floor South Courtyard Offices as described within the Statement of Work (SOW).

Period of performance: One year (12-months) from date of award.

The contractor shall:
a. Use the given US Department of Labor Wage Determination: General Decision Number: DC20260002 05/18/2026 (Attached)

b. Issue Performance and/or Payment Bonds,

In accordance with FAR 36.204, Project Magnitude: $500,000 and $1,000,000.

Site Visit: 5 August 2026 @ 10 AM

Questions Due: 1:00 PM ET, 6 August 2026

Quote Due: 1:00 PM ET, 13 August 2026

11. The Contractor shall begin performance 0 calendar days and complete it within 365 calendar days after receiving ☒ award, ☐ notice to proceed. The performance period is ☐ mandatory ☒ negotiable. (See _____.)

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

12b. CALENDAR DAYS 30

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 1300 *(hour)* local time 08/13/2026 *(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 0 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 NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than item 14.)*

CODE FACILITY CODE

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

AMOUNTS

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

19. ACKNOWLEDGEMENT OF AMENDMENTS

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

AMENDMENT NO.										
DATE.										

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

20b. SIGNATURE

20c. OFFER DATE

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

Continued...

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. 253(c) ( )

26. ADMINISTERED BY CODE

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 1 *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,

☐ 29. AWARD

(Contractor is not required to sign this document.)

Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*

31a. NAME OF CONTRACTING OFFICER *(Type or print)*

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

BY

31c. DATE

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Delivery: 365 Days After Award Delivery Location Code: TDP ANNEX TDP ANNEX DEPARTMENT OF THE TREASURY- TREASUR 1500 PENNSYLVANIA AVENUE, NW PENNSYLVANIA AT MADISON PLACE WASHINGTON DC 20220 US Period of Performance: 12 months from date of award				
0001	The renovation of Main Treasury North Office 5211 GG				
0002	The renovation of Main Treasury West Conference Room 5428				
0003	The renovation of Main Treasury East Offices 5012 J & 5012 M				

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SECTION I: PRICE SCHEDULE

ITEM	SUPPLIES/SERVICES	QTY	UNIT	AMOUNT
CLIN 0001	5th Floor Office Renovations FFP	1	LS	$
	North Office 5211 GG	1	JB	
	West Conference Room 5428	1	JB	
	East Offices 5012 J & 5012 M	1	JB	
			PROFIT	$
			G&A	$
			TOTAL PRICE	$

SECTION II: STATEMENT OF WORK

Main Treasury 5th Floor Renovations

1. BACKGROUND

The Main Treasury Building is a National Historic Landmark that is fully occupied. Appropriate protection and scheduling to minimize impact to the occupants will be required. Therefore, there will be limit use of the premises to the construction work areas. Do not disturb portions of the site or building beyond the area of the work. Elevator usage by the contractor shall be confined to the freight elevator as designated by the COR.

The building site has controlled access, and all workers and staff are required to submit access request forms and abide by the security requirements established by the U.S. Secret Service. All workers and staff will be escorted while on site. All material and equipment deliveries must be scheduled in advance and are subject to the requirements established by the U.S. Secret Service.

2. SCOPE OF WORK

The contractor shall provide all labor, tools, equipment, management, supplies and any other items deemed necessary for the renovation of Main Treasury 5th Floor South Courtyard Offices:

a) West Conference Room 5428
b) North Office 5211 GG
c) East Offices 5012 J & 5012 M

The three renovation projects will be performed separately, completing one renovation before moving to the next, during normal working hours (7am to 3pm).

3. ADDITIONAL DOCUMENTS

Office Renovations are outlined throughout the attached drawings and specifications dated 3/30/26, titled "MT 5012GG, 5428 and 5211 J&M Renovation Drawings and Specifications." For ease of review and reference, please refer to the drawing and specifications for detailed work requirements.

4. WORK DESCRIPTION (Please reference the attached **Drawings and Specifications**)

A. CONFERENCE ROOM 5428

All work necessary to convert existing open office space into a secure conference room with video/tele-conferencing capabilities. Thus, the new room must meet all Sound Transmission Class (STC-50), sound level 4 requirements. The work includes, but is not necessarily limited to, the following:

1) Removal of existing system furniture and installation of new furniture by Treasury;
2) Construction of a Sections of STC-50, Sound Group 4, wall above the STC-50 door and under the threshold;
3) Installation of new STC -50 door, Sound Group 4, and hardware as indicated in the construction documents;
4) Adjustment of the mechanical, electrical, and fire protection systems as needed to service the new set up;
5) Relocation of floor panels w/ cut-outs for electrical boxes to service the conference table;

6) RF Shielding to be added to the perimeter walls.

B. NORTH OFFICE 5211 GG

All work necessary to convert existing open office space into a secure office. Thus, the design must meet the requirements stipulated in the IDC/IDS 705 manual for secure spaces. The work includes, but is not necessarily limited to, the following:

1) Removal of existing systems furniture and installation of new furniture, by Treasury;
2) Construction of a new STC-50, sound group 4, wall extending from true floor to true ceiling;
3) Installation of new STC -50 door, Sound Group 4, and hardware as indicated in the construction documents;
4) Adjustment of the mechanical, electrical and fire protection systems as needed to service the new office;
5) Relocation of floor panels w/ cut-outs for electrical boxes to service the new office.

C. EAST OFFICES 5012 J & 5012 M

The project includes all work necessary to enclose a portion of the open office 5012 in the east wing to create two private, secure offices. Thus, the design must meet the requirements stipulated in the IDC/IDS 705 manual for secure spaces. The work includes, but is not necessarily limited to, the following:

1) Removal of existing systems furniture and installation of new furniture, by Treasury;
2) Construction of a new STC-50, Sound Group 4, wall extending from true floor to true ceiling;
3) Installation of new STC-50 door, Sound Group 4, and hardware as indicated in the construction documents;
4) Adjustment of the mechanical, electrical and fire protection systems as needed to service the new offices;
5) Relocation of floor panels w/cut-outs for electrical boxes to service the new offices;
6) RF shielding to be added to the perimeter walls.

D. GENERAL CONSTRUCTION NOTES (Page 2 of 43)

(This section supersedes that within the Drawings and Specifications)

1) Omissions from the drawings or specifications of the description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications or are customarily performed shall not relieve the contractor from performing such omitted or mis-described details of work but shall be performed as if fully and correctly set from and described in the drawings and specification.
2) Manufacturers specified within the construction documents are provided as baseline criteria, substitutions will be considered if complaint to the performance established by the manufacturer noted. Building materials substandard to these requirements will be summarily rejected. All building components are to be heavy duty quality and be for abusive resistance installation. Building components specified herein that do not meet the heavy duty-abusive environmental criteria must be brought to the attention of the COR and CO

and will be re-specified.

3) By the submission of a quote, the contractor represents that he has visited the site, or a representative in its place, and has familiarized itself with the conditions under which the work is to be performed.

4) Drawings are not to be scaled for dimensions and/or size. Verify all dimensions before proceeding and obtain measurements at the job for all work required to be accurately fitted to the building. The contractor shall be responsible for the accuracy of all such measurements and for the precise fitting of the work.

5) If conflicts are discovered at any time between the engineering and architectural drawings, the COR shall be contacted at once to resolve the problem or its designated alternate point of contact or technical representative.

6) Changes to the drawings (additions, deletions or alterations) that might constitute a change order must be submitted in writing to the COR for approval, otherwise Contractor would undertake such work at his own risk and work might have to be reversed at contractor's own cost.

7) Best practices, methods and materials must be followed at all times. Any item not specifically listed or shown on the contract documents but necessary for the completion of the project, shall be considered part of the contract's scope of work

8) The Contractor shall submit to COR submittals and shop drawings for review prior to start of construction.

9) Upon completion of the installation, remove all debris from the building created by the work provided under this contract and leave all areas clean. Remove any soiled spots from the face of the carpet or other finish surfaces using processes recommended by the manufacturer and in a manner acceptable to the government. Replace any areas of carpet or finish surfaces where cleaning has failed to restore the appearance and quality satisfactorily, as determined by the government.

10) Where the Contractor Is instructed to align a partition with two or more columns and the columns are discovered to be of unequal size, the larger of the columns shall determine the location of the partition. This will also apply to columns and core walls.

11) Area of work must be isolated from the rest of the floor. Protect all surfaces, equipment & furniture prior to start of work.

12) Protect all government property encountered at the job site against damage. All damage caused by the Contractor, or its sub-contractors, during construction shall be repaired or replaced to match existing and to the satisfaction and approval of the COR. Pre-existing damage must be reviewed and acknowledged, in writing by the government and architect prior to commencement of work. Damage not documented prior to construction start shall be repaired to like new condition without additional charge to the government.

13) When in place, remove all HVAC covers as needed. Seal exposed ducts and vents to prevent introducing dust into the system. (removed covers must be reinstalled at end of the job)

14) The Contractor shall clean up all active work areas after each day’s work. The contractor is responsible for the removal and proper disposal of all work-related trash and debris.

15) The Contractor shall ensure that all paint has been removed from all non-schedule painted surfaces prior to delivery of the space.

16) The Contractor shall coordinate all work with field conditions and all other trades involved as required.

17) If there is a question as to the acceptable level of quality for the installation of any materials, the COR's decision will be final.

18) New door hardware, including hinges and lock sets, are to be mounted at ABA Heights U.N.O.

19) All ceiling registers, grilles, vents and diffusers shall be factory finished. If painting is required, provide enamel finish.

20) All J-Bends and other gypsum metal trim shall be spackle-blended into the adjacent surface.

21) Where two or more wall switches or dimmers occur in the same location, they are to receive a common gang plate whose finish is to match the building standard switch plate.

22) All painted walls shall have a level 4 finish: with one roller-applied (1) primer coat and (2) roller- applied finish coats.

23) Provide thresholds at all doors & transition strips where carpet meets a different type of flooring unless noted otherwise

24) Review the schedules, specifications and cut sheets for accessories, fixtures, etc., that accompany the drawing set prior to placing orders. If conflicts are found, inform the COR of such findings and take no action until resolved. In those cases, if an order for an unresolved item is placed without approval of COR, the Contractor assumes all responsibility if the item is not accepted by the Government.

25) All work must be completed conforming to codes and regulations which include, but are not limited to the following (latest editions as per 9/2025): International Building Code (IBC), International Existing Building Code (IEBC), DT-DRM Rev. 2.1, Architectural Barriers Act (ABA) Accessibility Standards, NFPA 1: fire code, NFPA 10: standard for portable fire extinguishers, NFPA 13: standard for the installation of sprinkler systems, NFPA 70 (nec): National Electrical Code, NFPA 72: National Fire Alarm and Signaling Code, NFPA 80: Standard for Fire Doors and Other Opening Protectives, NFPA 90a: Standard for the Installation of Air-Conditioning and Ventilating Systems NFPA 101: Life Safety Code, NFPA 241: Standard for Safeguarding Construction, Alteration, and Demolition Operations. Where a conflict occurs in or between the aforementioned codes and regulations, the stricter shall apply unless otherwise indicated or agreed upon.

26) The investigation for and remediation of any hazardous materials within the project area are not a part of these construction documents. Any such material that is encountered and impacts the progress of the work indicated by these drawings and specifications must be dealt with by the Contractor with the owner under separate contract. This requirement shall in no way be construed as representation by the architect as to how to identify and remediate said material.

27) Contact DFM to perform inspections prior to wall and ceiling close-ins, as well as final occupancy inspection.

28) Provide demolition to the minimum extent required for the installation of fire alarm, security systems and telecommunications work. Coordinate with each trades and consultants and verify the extent of the work required. Existing finishes and equipment in the work areas are to remain and should be disturbed only to the minimum extent to perform the work.

29) Coordinate all work required on floors, and in the ceilings above, and below the project area, w/ the COR who will coordinate w/ the users in the affected areas. Remove existing construction to the minimum extent required for the performance of the work and replace with like-kind at the conclusion of the work. Verify the types and amount of existing construction to be affected. Protect all user furniture, fixtures and equipment while performing the work and replace any damaged articles in-kind. Clean all affected user areas after the completion of the work and return all FF&E items to their original locations.

30) Powder-activated tools require written approval by the COR and presented upon request when in use. Use of these tools also requires proof of licensing and training which must also be provided upon request. Contractor shall provide a log of "who, what, where and when" for any power or powder activated tools that will be used. Examples of such tools include: air or electrically powered tools such as nail-guns, ram tools, or any other tool that can propel a projectile and might be weaponized. The log shall be continually updated during construction, made available upon request, and provided to the project officer at Work completion. (note: gas tools are not allowed at treasury)

31) All materials must be U.S.A. made.

32) Empty ducts, conduits, pipes, or sleeves must be filled with fire stop foam, or sealant, then closed off.

E. PHYSICAL AND TECHNICAL SECURITY STANDARDS (Page 3 of 43)

Please reference the Drawings and Specifications for the following:

1) Perimeter Security
2) Sound Groups Rating
3) Perimeter Wall Construction
4) Secure Space Penetrations Criteria
5) Vent And Duct Work Criteria
6) Electrical Components Criteria
7) General Secure Space Intrusion Detection System (IDS) Requirements
8) Secure Space Door Criteria
9) Windows Criteria
10) Floor and Ceiling Criteria
11) Tempest Criteria

F. FINISH NOTES (Page 28 of 43)

GENERAL

1) All finishes shall be applied in conformance with the manufacturer's recommendations and instructions. A copy of the recommendations and instructions shall be submitted to the COR prior to the installation of materials.

2) Inspect, patch and repair as necessary all wall construction and surfaces to receive new finishes. Prepare for installation of finishes in accordance with Manufacturer's specifications and recommendations.

3) Unless otherwise noted, all paint, painting and priming for wall coverings are to be furnished and installed by the contractor.

4) Paint all unfinished materials, grilles, registers, etc. to match adjacent walls. Materials with a natural finish, such as anodized aluminum, shall be left in their natural finish unless otherwise noted by the construction documents.

5) Apply one primer coat and two finish coats on all surfaces to be painted. (Level 4)

6) Prepare floor for installation of finishes in accordance with the manufacturer's specifications and recommendations. Remove all foreign matter, grease, wax, paint, oil, adhesives, dirt, etc. Cut off any protruding objects and grind smooth to level with the floor surface.

7) Level all floor surfaces with a cementitious, self-leveling compound similar to Ardex K15. Minimum thickness = 1/8". See specs.

8) Verify the location of all existing floor penetrations and fill with fire safe material and compound to level with existing finish floor as required for 2-hour fire separation.

9) Inspect floor construction and surfaces to receive new finishes and promptly notify the COR and Architect of any defects in the substrate that affect the work so that they may be corrected before the start of work.

10) Install flooring materials within the allowable temperature range as stated by the manufacturer's installation instructions. All flooring material shall be delivered to the site in time to acclimate to conditions prior to installation. Submit a copy of the installation instructions to the COR and Architect.

11) All changes in floor material and colors shall occur at the centerline of doorways unless otherwise noted.

12) Where electrical work is specified, lamps and fixtures shall be provided by the electrical contractor, as well as cutouts for switches, outlets and wiring devices for same, as required.

13) During progress of work maintain premises free of necessary accumulation of tools, equipment, surplus materials, and debris.

14) All interior rooms and enclosed spaces finishes shall have a min. Class "C" rating with a flame spread 76-200, smoke developed 0-450, in accordance with the 2006 IBC-Chapter 8 (Interior Finishes).

PAINT

1) Contractor to furnish all material, equipment and services necessary for and incidental to the painting and application complete of all field painting systems. The term "paint" includes

paint, enamels, sealers, fillers, and other types of coatings whether used as primers or immediate and finish coats.

2) Contractor to examine the contract drawings & specifications and thoroughly familiarize himself w/ all provisions regarding required painting of work.

3) Examine surfaces scheduled to receive paint and finishes for conditions that will adversely affect execution through preparatory work.

4) Clean all surfaces to be painted as required to remove dust and dirt. Sand as necessary wall surfaces.

5) Do not proceed with surface preparation or coating applications until conditions are suitable. Report any conditions that may potentially affect proper application.

6) Before applying succeeding coats, primers and undercoats shall be completely integral and shall perform the function for which they are specified. Properly prepare and touch up all scratches, abrasions or other disfigurements and remove any foreign matter before proceeding with the following coat. All spot-priming or spot-coating shall be feather edged into adjacent coatings to produce a smooth and level surface.

7) Remove or protect hardware, plates, trim for mechanical work, lighting Fixtures and replace and reconnect. Replace electrical plates, hardware, light fixture trim, and fittings removed prior to finishing.

8) Disconnect equipment adjacent to walls, where necessary, and move to permit painting of to properly prepare surfaces to receive paint

9) COR will provide the contractor w/ paint chips, if required, for verification.

10) All paint shall be applied in accordance with manufacturer's specifications for the particular surface.

11) Shellac and spot prime with industry accepted "Stain Killers" any marks which may bleed through surface finishes.

12) All metal surfaces shall be properly prepared prior to the application of paint.

13) All paint finishes of metal parts of frame, doors, perimeter enclosures, etc. shall be semi-gloss unless otherwise noted.

14) All doors shall receive same finish on both sides unless otherwise noted.

15) Label each container with color, room locations & product description in addition to the manufacturer's label.

16) Repair all surface defects in gypsum drywall joint finishing compound or spackling compound filled out flush and sanded smooth. Clean all surfaces and tape joints of dust, dirt and other contaminants and be sure they are thoroughly dry before applying paint.

17) Repair damage to other surfaces caused by work of this section.

18) Remove empty paint containers from the work site. Place paint or solvent soaked rags, waste, or other materials which might constitute a fire hazard in metal containers and remove from premises at the end of each day's work. Take every precaution to avoid damage by fire.

19) As work proceeds, promptly remove paint where spilled, splashed, or splattered.

20) Adequate lighting must be available prior to the application of any paint Coating to approximate 80-foot candles measured mid-height at suitable surface.

21) Apply paint and enamel w/ suitable brushes, rollers or spray equipment which has been kept clean, free from contamination, and suitable for finish required.

22) Rate of application of coating shall not exceed that as recommended by the paint manufacturer for the purpose and surface involved.

23) Comply for required drying time between coats as directed by Manufacturer.

24) Sand dust between each coat to remove defects visible from 5 feet. Finish coats shall be smooth, free from dust marks, streaks, laps, sags, skips, holidays, etc.

25) Shop primed steel surfaces sand and scrape to remove loose primer and rust. Feather edges to make touch up patches inconspicuous. Clean surfaces with solvent.

26) Seal top and bottom edges of doors scheduled for painting with primer. Protect the work of other trades against damage or injury by use of suitable coverings during the progress of the painting and finishing work.

27) Do not apply additional paint coats until completed surface has been inspected and approved by the COR. Only inspected coats of paint will be considered in determining number of coats applied.

28) Make edges of paint adjoining other material or colors clean and sharp with no overlapping.

29) Change colors at door stop corners where colors differ between adjoining spaces or rooms and where door frames match wall colors.

30) Refinish whole wall where portion of finish has been damaged or is not acceptable.

31) Paint exposed sides and edges of plywood backboards for electrical & telephone equipment before installing equipment.

32) Samples of all finish colors specified shall be submitted for approval to COR prior to the commencement of work.

33) The contractor shall be held responsible for the finished appearance and satisfactory completion of his work, and therefore, he shall not commence any painting until surfaces to be finished are in proper condition In every respect.

34) Conform to applicable state, county, and city codes for flame/fuel/smoke Rating requirements for finishes.

MILLWORK

1) Material used as interior trim shall have a class c flame spread index and Smoke-developed index. Combustible trim, shall not exceed 10% of the aggregate wall or ceiling in which it is located, in accordance with Section 805.5 of the 2006 IBC.

2) Millwork contractor shall properly prepare all surfaces to receive specified finishes. Painted surfaces shall be properly sealed, sanded and shop primed to receive finish coat by cabinet contractor.

3) Millwork contractor shall submit shop drawings for approval prior to any fabrication

INSTALLATION TOLERANCES

1) Variation from plumb: for vertical joints, external corners, and other conspicuous lines, do not exceed 1/8 inch in 8 feet.

2) Variation in level: for horizontal joints and other conspicuous lines, do not exceed 1/4 inch in 20 feet, or 1/2 inch maximum.

3) Variation in surface plane of flooring: do not exceed 1/8 inch in 10 feet from level or slope indicated when tested with a 10-foot straight edge.

4) Variation in plane between adjacent units (lipping): do not exceed 1/64inch between faces of adjacent units as measured from a straight edge parallel to tiled surface.

5) Variation in joint width: do not vary joint thickness more than 1/16 inch or one-fourth of nominal joint width, whichever is less.

6) Remove and replace material that is stained or otherwise damaged or that does not match adjoining tile. Provide new matching units, installed as specified and in a manner to eliminate evidence of replacement.

7) Clean tiles after setting and grouting is complete; use procedures recommended manufacturer for types of application indicated.

8) Prohibit foot and wheel traffic from tiled floors for at least seven days after grouting is completed.

9) Protect tile flooring during construction period with kraft paper or other heavy covering of type that will not stain or discolor stone.

FINAL CLEANING

1) Provide final cleaning of the work, at time indicated, consisting of cleaning each surface or unit of work to normal "clean" conditions expect for a first-class building cleaning maintenance program. The following are examples, but not in any way a limitation of cleaning levels required:

2) Remove labels which are not required as permanent labels.

3) Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing substances which are noticeable as vision-obscuring materials.

4) Clean exposed exterior and interior hard-surface finishes to a dirt-free condition, free of dust, stains, films and similar noticeable distracting substances. Restore reflective surfaces to original reflective condition.

5) Remove debris and surface dust from limited-access spaces including plenums, and similar spaces.

6) Vacuum clean carpeted surfaces and similar soft surfaces.

7) Clean light fixtures, lamps and diffusers so as to function with full efficiency.

8) Wipe clean any venetian blinds or other window treatments.

G. MECHANICAL SPECIFICATIONS (Page 33 of 43)

1) Furnish and install a complete and operational system in accordance with drawings and specifications. Provide all materials whether specified or not for a complete and operational system that complies with all required codes and standards. All materials and equipment shall be installed in accordance with the manufacturer's instructions and all applicable codes and standards. Equipment shall be installed complete including power, controls, supports, etc.

2) The contractor shall be responsible for visiting the site prior to providing a quote and becoming familiar with all existing conditions that may affect its work. The contractor shall include in its quote any required labor and materials necessary to modify, remove or relocate existing work to allow for the new work to be installed. If the contactor believes the new work cannot be installed as shown in the drawings, he shall inform the COR and CO immediately. There will be no additional compensation for failure to include coordination with existing conditions in the scope and cost. Site visits shall require an escort provided by the US Treasury and shall be scheduled a minimum of 48 hours in advance.

3) All work shall be done in accordance with applicable building, mechanical, plumbing, electrical and energy codes and standards. These include, but are not limited to the 2021 International Building Code (IBC), International Mechanical Code (IMC), International Plumbing Code (IPC), International Fuel Gas Code (IFGC), National Fire Protection Association (NFPA), American Society of Refrigeration and Air Conditioning Engineers (ASHRAE), Sheet Metal and Air Conditioning Contractors National Association (SMACNA), National Electrical Code. If any existing code violations are found, the contractor shall Notify the COR immediately. Construction shall also comply with all requirements of ICD/ICS 705 standards.

4) The contractor shall maintain a competent superintendent on site at all times who will oversee all work and ensure the construction is done in a safe, clean, and professional manner. He shall ensure the work is done in accordance with the project specifications, all layout is correct and accurate and the quality of the workmanship meets or exceed industry standards. He shall also verify all manufacturer instructions are being followed for installation and setup.

5) The contractor shall submit equipment shop drawings for all major equipment and materials including, but not limited to, fans, ductwork, air devices, etc. Shop drawings shall indicate materials, dimensions, weights, performance data and warranty information.

6) The contractor shall maintain a set of as-built documents on site at all times. The drawings shall maintain red-line markup of all deviations from the design documents and include pertinent information such as critical dimensions and elevations.

7) All new equipment and materials shall be reviewed by the contractor before ordering to ensure the equipment will fit in the given space, is suitable for the location, arrangement of duct, piping, etc., and can be serviced once installed. All required service access space shall be maintained and room shall be provided to remove filters. Verify equipment electrical characteristics meet the existing available power.

8) Ductwork shall be constructed of galvanized sheet metal fabricated and installed in Accordance with the latest SMACNA standards. Ductwork shall be constructed to 2” WC working pressure and shall have a minimum thickness of 26 gage. Duct transitions and turns

shall utilize fittings. Install flexible duct connectors at each connection to equipment with moving parts (i.e., fan coil units and exhaust fans, etc.). All supply and return ductwork shall be insulated with 1.5" thick foil faced fiberglass duct-wrap with integral vapor barrier. Flexible branch ducts shall be permitted provided they are UL sited for such duty, are pre-insulated and carry a helical spring to retain its shape. Flexible branch ducts shall not exceed 6 ft in length and shall not turn more than 270 degrees.

9) All new or modified air systems shall be balanced by a third-party firm certified by AABC or NEBB. Test and balance all supply air outlets, return air inlets, exhaust air inlets and outside air intake on the affected rooftop units and split system. All airflows shall be set to within 10% of that prescribed on the drawings. Submit to the engineer of record a test and balance report at the completion of the project indicating information about each unit and fan, provide a static pressure profile of the rooftop unit, provide duct traverse measurements of main supply ducts and tabulate the air balance for each air device.

10) New chilled water and heating water pipe shall be Type l copper with soldered fitting and joints for pipes 2" and smaller. For pipes 2 ½" and larger use Schedule 40 black steel pipe with welded fittings and joints. All shut-off valves shall be full port bronze ball valves with extended handle extensions. Valves in welded pipe systems shall either use flanged or screw fittings. Valve shall be listed for 150 lb. working pressure. Pipe shall be supported from the structure using clevis hangers with all-thread rod. Copper pipe shall be supported using copper hangers or otherwise means to separate differing pipe materials. Install dielectric fitting between connections of copper to steel pipes and fittings. HVAC piping shall be insulated with preformed fiberglass pipe insulation with all service jacket and Integral vapor barrier. Thicknesses shall be as follows:

    a. Heating water ½" - 1 ½" use 1.5 thick insulation
    b. Heating water 1 ½" - 3" use 2" thick insulation
    c. Chilled water ½" - 1 ¼" use ½" thick insulation
    d. Chilled water 1 ½" - 4+" use 1" thick insulation

11) All pipes shall be adequately labeled by their service and flow direction arrows. Match standard convention used at US Treasury.

H. ELECTRICAL SPECIFICATIONS (Page 43 of 43)

See SECTION 16A - ELECTRICAL WORK and SECTION 16B - DEMOLITION WORK within the Drawings and Specifications

5. DELIVERABLES AND DELIVERY SCHEDULE

Standard Commercial Warranty:

a) The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit any rights and remedies provided to the Government by any other clause of this contract. The contractor shall collect all written warranties and equipment manuals and deliver them to the Government.

    The contractor further warrants to the Government that all materials and equipment furnished under this contract will be new, unless otherwise specified, and that all work will be of good

quality, free from improper workmanship and defective materials and in conformance with the drawings and specifications. The contractor agrees to correct all work performed under this contract which proves to be defective in material and workmanship within a reasonable time as determined by the Government and the contractor and at no additional cost to the Government.

b) Contractor to provide a two week look ahead every Monday from Award of Project-to-Project completion to include the following: 1) Two –Week Look Ahead, 2) Scheduled Deliveries for the next two weeks and, 3) Tentative project completion date and any issues pending.

c) Contractor to notify the COR via email any Request for Information five working days before an answer is required.

6. GOVERNMENT-FURNISHED EQUIPMENT AND GOVERNMENT-FURNISHED INFORMATION

The contractor is authorized to use on a no-charge basis, in the performance of the contract, the Government-owned facilities as identified below:

1. Restrooms
2. Utility lines
3. Space for storage of materials and equipment as authorized by the Contracting Officer's Representative. All hose extension, wiring, etc., required for connection for utility lines shall be furnished by the Contractor.

All hose extension, wiring, etc., required for connection for utility lines shall be furnished by the Contractor.

7. PLACE OF PERFORMANCE

The place of performance for this action is as follows:

Main Treasury Exterior South Courtyard West Facade
1500 Pennsylvania Ave, NW
Washington, DC 20220

8. PERIOD OF PERFORMANCE

The period of performance for this requirement is one year after the Date of Award.

9. INSPECTION AND ACCEPTANCE

Completed work to be reviewed and inspected by Contracting Officer’s Representative.

10. WORK HOURS

Working hours will be 7am to 3:30pm Monday through Friday except for Government Holidays. Overtime or weekend work will need to be approved by the COR.

The contractor is not required to perform services on the following holidays: Eleven Federal holidays are set by law (USC Title 5 Section 6103). Under current definitions, four are set by date:

Federal Holidays

11. HOURS OF OPERATION:

The contractor is responsible for conducting business, between the hours of 7:00 am to 3:30 pm, Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must always maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce is essential.

The Contracting Officer may adjust these working hours at the request of the COR in the best interest of the Government.

12. INVOICING AND PAYMENT INSTRUCTIONS

(a) Invoices shall be submitted electronically to www.ipp.gov.

(b) An electronic copy shall also simultaneously be submitted to the COR and the Contracting Officer.

(c) Submission of proper invoices shall be rendered on a percentage complete basis in an amount equal to the value of the work performed.

(d) Each invoice submitted shall be supported by appropriate documentation. Documentation necessary to substantiate an invoice shall include, but is not limited to project name and number, invoice number, percent complete, original contract amount, modification amounts, retainage amount and percent cumulative), cost of materials used this invoice, value of work in place, contractor name, and contract number. Such documentation shall meet the approval of the Contracting Officer.

Electronic Invoicing and Payment Requirements for the Invoice Processing Platform (IPP)
Invoice Processing Platform (IPP) is a secure web-based electronic invoicing and payment information service available to all Federal agencies and their suppliers. The preferred method for invoicing through September 30, 2012 is through IPP. Effective October 1, 2012 invoicing through IPP will be mandatory for all new contract awards. Additional information regarding IPP may be found at the IPP website address https://www.ipp.gov. Contractor assistance with enrollment can be obtained by contacting the Bureau of the Public Debt's IPP Team at 304-480-8000, Option 7 or the IPP Help desk via e-mail at ippgroup@bos.frb.org or via phone at (866) 973-3131

Electronic Invoicing and Payment Requirements
Vendor invoices submitted electronically through IPP should be in the proper format and contain the required information for payment processing. A "proper invoice" must meet the minimum standards specified in FAR 32.905(b) in order to be approved for payment.

Under this contract, the following documents are required to be submitted as an attachment to the invoice: _____.

Payment and Invoice Questions
For payment and invoice questions, contact the Accounting Services Division at (304) 480-8000 option 7 or via e-mail at AccountsPayable@bpd.treas.gov.

Waivers
If the Contractor is unable to utilize IPP for submitting payment requests starting on October 1, 2012

then a waiver form must be completed in advance and submitted via mail or e-mail for review and approval by the Contracting Officer (see Attachment 1). Adobe Acrobat Portable Document Format (PDF) and Microsoft Word are acceptable formats for submitting waivers electronically. The vendor will be notified in a reasonable number of days as to whether their waiver has been approved or rejected. If the waiver is granted, then a copy of the waiver must be submitted with each invoice that the vendor submits to the payment office.

(End of Clause)

13. INSURANCE

(a) In accordance with the contract clause entitled "Insurance—Work on a Government Installation," FAR 52.228-5, the Contractor shall procure and maintain during the entire period of its performance under this contract, as a minimum, the following insurance:

Type	Amount
Comprehensive General Liability: Bodily Injury or Death	$500,000 per occurrence
Motor Vehicle Liability (for each vehicle): Bodily Injury or Death	$200,000 per person $500,000 per occurrence
Property Damage per occurrence Workers' Compensation & Employer's Liability	$20,000 $100,000 per person*

*Worker's Compensation and Employer's Liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so co-mingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate of written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation, or any material change in policies adversely affecting the interests of the Government in such insurance, shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

14. BUILDING ACCESS, PERMIT, OUTAGE REQUESTS

The Contractor is responsible to comply with the agency's required permit (Burn Permit) and approval process. The Contractor A/E shall request building outage requests through the COR a minimum of 14-working days in advance. Outage requests may need earlier submission depending on the areas impacted.

15. SAFETY COMPLIANCE REQUIREMENTS

Safety performance is not limited to exclusively the requirements within this scope; it is the Contractor's responsibility to be knowledgeable of and to comply with the applicable local, state, or federal regulations specific to the work being performed such as:

- 29 CFR 1904 Recording and Reporting Occupational Injuries and Illnesses
- 29 CFR 1910 Occupational Safety and Health Standards
- 29 CFR 1960 Basic Program Elements for Federal Employee Occupational Safety and Health Programs and Related Matters

The contractor shall be responsible to repair any damages they caused during construction.

The Contractor shall be responsible for all materials and equipment required to perform this contract. It shall be the sole responsibility of the Contractor to coordinate the delivery of materials and equipment with the COR.

16. CODES, REFERENCES AND DOCUMENTS

The project shall comply with all applicable Federal, State, and local codes, previously listed such as ASHRAE, ASME, NEC, HVAC regulations and standards. In the event of a conflict between the IBC, State and local Code, the IBC shall govern. In conducting the surveys, investigations and tests as required in this task, the Contractor shall conform to the latest versions of the codes, standards, reference, and documents. Contractor shall be cognizant of the following national codes and federal regulations. The Contractor shall advise of other applicable documents as determined and required. All documents shall reference the most current version at the time of contract award for this task.

1. International Building Code (IBC) – 2006 Ed.
2. FPA 70, National Electric Code – 2011 Ed.
3. National Institute of Standards and Technology (NIST) 135.
4. Occupational Safety and Health Act (OSHA).

17. BOND REQUIREMENTS

a. If the successful bidder upon acceptance of its offer by the Government within the period specified for acceptance fails to execute all contractual documents or give a bond(s) as required by the solicitation within the time specified, the Contracting Officer may terminate the contract for default.

b. Unless otherwise specified in the offer, the bidder will, (1) allow 60 days for acceptance of its offer and give bond within ten calendar days after receipt of Notice of Award.

c. 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 offer, and the bid guarantee is available to offset the difference.

d. With the approval of the Contracting Officer, the Contractor may submit a bond to cover the Government's stated maximum liability per the clause at 52.216-24, Limitation of Government Liability.

e. When required to submit additional bond coverage, the Contractor shall submit a Consent of Surety and Increase of Penalty, SF 1415 in accordance with FAR 28.106-3.

Performance Bond:

The Contractor, if required, shall furnish the Contracting Officer within ten (10) calendar days after receipt of Notice of Award a "Performance Bond" (SF-25) for 100% of the amount of the award.

Payment Bond:

The Contractor shall furnish to the Contracting Officer within ten (10) calendar days after receipt of Notice of Award, a "Payment Bond" (SF-25A), for 100% of the amount of the award.

Notice to offerors:

All information and data related to this project that the contractor gathers or obtains shall be both protected from unauthorized release and considered the property of the government. The contracting officer will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this contract. Press releases, marketing material, or any other printed or electronic documentation related to this project, must not be publicized without the written approval of the contracting officer.

18. SUBSTANTIAL COMPLETION AND CONTRACT COMPLETION

FAR 52.211-10, Commencement, Prosecution, and Completion of Work, FAR 52.211-12, Liquidated Damages (Construction), are supplemented as follows:

For the purposes of FAR 52.211-10, Commencement, Prosecution and Completion of Work, and FAR 52.211-12, Liquidated Damages (Construction), the work shall be deemed complete when it is “Substantially Complete.” The work shall be deemed "Substantially Complete" if and only if the Contractor has completed the work and related Contract obligations in accordance with the Contract Documents, such that the Government may enjoy the intended access, occupancy, possession, and use of the entire work without impairment due to incomplete or deficient work, and without interference from the Contractor's completion of remaining work or correction of deficiencies in completed work. In no event shall the Work be deemed Substantially Complete if all fire and life safety systems are not tested and accepted by the authority having jurisdiction, where such acceptance is required under the Contract.

The Contracting Officer/COR shall conduct inspections and make a determination of Substantial Completion within a reasonable time. If the Contracting Officer/COR takes exception to the Notice of Substantial Completion, the Contractor shall be entitled to a written notice of conditions precluding determination of Substantial Completion.

The Contractor shall only be entitled to an extension of time to address such conditions if, and to the extent that, the Contracting Officer/COR provides notice of such conditions more than thirty (30) calendar days after receipt of the Notice of Substantial Completion.

Substantial Completion shall be established by the Contracting Officer's issuance of a written determination specifying the date upon which the Work is Substantially Complete.

The Contract is complete (Contract Completion) if and only if the Contractor has completed all Work and related Contract obligations, corrected all deficiencies and all punch list items, and complied with all conditions for final payment.

Unless otherwise specifically noted, or otherwise clear from context, all references in this Contract to "acceptance" shall refer to issuance of a written determination of Substantial Completion.

The Contractor shall not be entitled to final payment or release of any retainage held by the Government until after Contract Completion. If the Contractor does not achieve Contract Completion within the time required by this Contract, the Government shall be entitled, after providing notice to the Contractor, to complete any work remaining unfinished. The Contractor shall be liable to the Government for all costs incurred by the Government to complete such work.

19. NOTICE OF CONSTRUCTIVE CHANGES

No order, statement, or direction of the Contracting Officer, or any authorized representative of the Contracting Officer whether or not acting within the limits of its authority, or any other representatives of the Government, shall issue a change order under the “Changes” clause of this contract or entitle the contractor(s) to an equitable adjustment of the price or delivery schedule, unless such a change is issued in writing and signed by the Contracting Officer.

20. SECURITY REQUIREMENTS

21.1 Security Categorization:

ALL WORKERS AND COMPANY EMPLOYEES ENTERING TREASURY COMPLEX MUST BE U.S. CITIZENS. NO WORKERS WILL BE ESCORTED.

The clauses listed below apply to the Prime Contractor and any of its subcontractors employed during this contract. The clauses below also apply to tasks, work requests or other identified method of requesting work be performed that flow from this document. No Contractor personnel may perform any work under this Contract until the Government grants specific permission to do so, regardless of existing clearance or investigation.

This Contract is categorized as unclassified at the Moderate (Tier 2/MBI) Level. This Contract does not have Tasks that require different levels of investigations. The Intelligence Community Directive (ICD) 705 Version 1.4 requires construction plans and all related documents to be handled and protected in accordance with the Construction Security Plan (CSP). If classification guides dictate, plans and related documents may require classification. Drawings or diagrams pertaining to this contract may not be posted on an UNCLASSIFIED website or transmitted over the Internet without some type of encryption. Drawings and diagrams shall be protected as Sensitive but Unclassified (SBU) information and shall be stored in an approved GSA container at the contractor facility or lock cabinet accessible by authorized personnel. The contractor shall provide the COR with a list of personnel authorized access to the GSA container and/or lock cabinet containing drawings and diagrams under this PWS. The contractor may not take drawings and diagrams to residence or have open public discussions outside of the contractor facility or the Main Treasury Complex (MTC). Therefore, do not identify SCIF locations on planning or construction documents without Director, Special Security Programs (SSP) approval to include areas that may be identified as “Secure Area” or “Controlled Area”. Under no circumstances shall plans or diagrams that are identified for SCI or Secure Work Area or Controlled Area be sent or posted on unprotected information technology systems or Internet venue without encryption.

Contractors are required to comply with the Treasury Directive P 15-71, Treasury Security Manual in the handling, protection, and safeguarding of government information in their possession. The TD P 15-71

will be followed as it specifies Treasury-specific personnel, physical, industrial and information security policy, processes and requirements that apply to this contract.

21.2 General Security:

Department of Treasury, otherwise known as the Department, retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, clearly conflict with the interest of the Government. Lack of the ability to obtain or maintain the required investigation level is included in the reasons the Department may remove a contractor employee. The reason for removal shall be documented in writing by the Contracting Officer. Additionally, the Contractor must notify the OSP of all terminations/resignations within 24 hours of occurrence. When and if such removal occurs, the Contractor is responsible for assigning qualified replacement personnel in a timely manner or ensuring that performance of the contract is not adversely affected. The Contractor shall return all departmentally issued identification cards, building passes, keys, and any other government issued material of those terminated employees to the COR. If government issued material is not available to be returned, a report must be submitted to the COR referencing the number, name of individual to whom it was issued, the last known location, and disposition of the items. Failure to return government materials may result in remedial actions against the contractor. Contractor personnel shall visibly wear departmentally issued identification badges when working in Government facilities. If any current or prospective employee is found to be ineligible for access to Government facilities or information by the Department, the COR will notify the contractor that the employee shall not continue to work or to be assigned to work under the contract. The Department may require drug screening for probable cause at any time. The contractor must also ensure that, prior to the end of the contract, all Departmental information, systems and equipment is returned to the appropriate Department personnel. All contractors must be vetted and approved by OSP prior to beginning work on any portion of this contract.

Any employee assigned to support the Department shall comply with Personal Identity Verification One and Two (PIV-1, PIV-2) requirements as described in Homeland Security Presidential Directive 12 (HSPD-12), “Policy for a Common Identification Standard for Federal Employees and Contractors,” and “Federal Information Processing Standard 201, Personal Identity Verification Standards for Federal Employees and Contractors,” dated August 2013. T2/Moderate Risk contract employees must be a U.S. Citizen to perform contract scope.

The Contractor shall provide the CO the name of all entities to be used as subcontractors for each type of work to be performed prior to performing any work under this contract in accordance with the FAR Subpart 44.2. The Government reserves the right to accept or reject any subcontractors proposed. Contractors should not serve as the escort for their subcontractors or for any other contractor; escorts used should be Departmental Federal employees.

The Contractor is responsible for obtaining the approval of the CO prior to release of any information received or generated under the contract per 48 CFR 252.204-7000. The CO should complete this item as required by internal agency directives to direct the prime contractor to the appropriate office that has public release authority. Prime contractors should serve as focal point for their subcontractors’ public release requests and refer them to the CO. SBU (also known as Controlled Unclassified Information (CUI)) must be protected in accordance with EO 13556, 32 CFR 2002 (full implementation expected to be reached in November 2018), and Treasury Security Manual (TD P 15-71). For Official Use Only must be protected in accordance with the providing Agency’s directives. Data contained within all

Department computer systems are governed by Agency Security Regulations as well as the Federal Privacy Act of 1974. Contractor personnel assigned to this project will be held accountable for adherence to these regulations. If the security classification or security requirements are changed by the Government subsequent to the date of this Contract, and if the changes cause an increase or decrease in security costs or otherwise affects any other term or condition of this Contract, any resulting financial burden will be the sole responsibility of the Contractor.

Contractors and their subcontractors must perform all initial, annual, contemporaneous, specialized and termination training required per Department guidance and TD P 15-71 as appropriate for their position. This is in addition to any training their company requires them to have.

Per the TD P 15-71, the Contractor shall report to the COR within 24 hours any adverse information coming to its attention concerning employees working under this contract, to include loss or suspension of favorable adjudication, or security issues involving the scope being completed for the contract. Reports based on rumor or innuendo should not be made. The subsequent termination of an employee does not obviate the requirement of the contractor to submit this report. The report shall include each employee's name, social security number, and the adverse information. The Contractor shall also report within 24 hours any event the Contractor becomes aware of that would be deemed a potential security incident, violation or any compromise involving Treasury systems, material, or data or systems with Treasury material or data on them. The Contractor shall comply with all Federal laws and regulations regarding computer security, information security and privacy.

While the Contractor's personnel are at the government facility, the Contractor is responsible for compliance with all laws, rules, and regulations governing conduct with respect to security – not only as they relate to its employees and agents, but also to other personnel who are government employees or agents of the government and to property at the site regardless of ownership. While on government premises and in possession of government property, the Contractor is responsible for such property and any damages or compromise thereto by Contractor's employees. The Contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions, and in the safeguarding of pre-decisional or sensitive information (privacy, etc.) from inadvertent release. At the completion of the contract vehicle, the Contractor shall send a written notice from the authorized principle of the company attesting that all file records pertaining to this contract in possession of the Contractor was destroyed.

The contractor will avoid any improprieties located in FAR Part 3 and 52.203-16 regarding gratuities, kickbacks, conflicts of interest and other ethics issues.

Work on this contract may require personnel to have access to private information covered by the Privacy Act, Title 5 of the U.S. Code, Section 552a (in addition to other types of non-public information). All Contractor personnel shall adhere to the requirements of the Privacy Act as well as any applicable Department or Federal rule/regulation regarding private information or other types of non-public information.

As a condition for access for Government-Owned Systems and data, all Contractor personnel must pass background investigations in accordance with OMB Circular A-130 which requires screening of all individuals involved with sensitive applications or data in Federal automated information systems.

Contractor will abide by requirements set forth in the applicable guidance for the protection of

unclassified information. If Contractor fails to follow requirements above, this may result in revocation of favorable public trust adjudication for offending employees and potential negative actions against the contract vehicle itself.

Per FAR 52.222-54, the contractor is required to comply with enrollment and verification requirements for all contractors except those previously verified by acceptable means.

The contractor agrees and understands that the latest version (if superseded) of the U.S.C., CFRs, Executive Orders, Treasury policies and all other government issued documents that are referenced above will be followed.

Included in this scope is all applicable FAR clauses associated with Supply Chain Risk as required by EO 13837: Securing the Information and Communications Technology and Services Supply Chain.

21. REMOVAL FROM CONTRACT WORK

Contracting Officer, or COR, may require the Contractor to remove employee(s) from Government controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on Government controlled property. This shall include, but not be limited to, instances where an employee is determined, in the Government's sole discretion, to be incompetent, careless, insubordinate, unsuitable, or otherwise objectionable.

The CO or their designee will make all determinations regarding the removal of any contract employee from work site based upon the health, safety, security, general well- being, or operational mission of the facility and its population.

The CO may also request the Contractor to immediately remove any employee from the work site if it is determined that individuals are being assigned to duty who have been disqualified for either suitability or security reasons or who are found to be unfit for performing duties during their tour of duty.

Contractor employees who are removed from Contract work shall be required to leave the work site immediately.

The Contractor shall comply with any removal request. For clarification, a determination to remove an employee will be made for, but is not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

- Failure to receive a suitability determination, temporary clearance, or clearance from Agency.
- Violation of Federal, State, or Local law. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3. This includes the carrying or possession of explosives or items intended to be used to fabricate an explosive or incendiary device.
- Neglect of duty, including sleeping while on duty, unreasonable delays, or failure to carry out assigned tasks, conducting personal affairs during official time or refusing to render assistance, or to cooperate in upholding the integrity of the security program at the work site.
- Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.

- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, fighting, or participation in disruptive activities that interfere with the normal efficient operations of the Government.
- Theft, vandalism, immoral conduct, or any other criminal actions.
- Selling, consuming, or being under the influence of intoxicants, drugs, or substances that produce similar effects while in or on federally controlled property.
- Improper use of Government identification.
- Unauthorized use of communication equipment on Government property.
- Violation of security procedures or regulations.
- Violation of Title 18,U.S.C.,Section 930, which prohibits the knowing possession or the causing to be present of firearms or other dangerous weapons in Federal facilities and Court facilities.

The CO or COR will make all determinations regarding the removal of any contract employee from work site based upon the health, safety, security, general well-being, or operational mission of the facility and its population.

The Contractor is responsible for providing replacement employees in cases where Contract employees are removed from working at the work site or on the Contract.

22. ADDITIONAL INFORMATION

23.1 Contractor Use of Premises

The Contractor will review and document the existing conditions surrounding the project premises. Provide documentation to the Government prior to the commencement of any construction activity.

The Contractor shall limit use of the premises to the work in areas indicated, and to allow for Government occupancy and public use.

Confine operations at the site to areas indicated. Do not disturb portions of the site beyond the areas in which Work is indicated.

- Keep driveways and entrances serving the premises clear and available at all times to the Government, Government employees and to visitors. Do not use these areas for parking or storage of materials.
- Schedule deliveries to minimize space and time requirements for storage of material and equipment on site.
- Maintain existing building in a safe and weather-tight condition throughout the construction period. Repair damage caused by construction operations to the satisfaction of the Government. Take precautions to protect the building, its occupants and the public during the construction period. A representative of the Contractor shall be available to arrive on site within one (1) hour of notice should an emergency occur.
- Keep public areas, such as hallways, stairs, lobbies and toilet rooms, free from accumulation of waste material, rubbish, construction debris and construction materials.
- Space on the premises will be made available for the Contractor's storage and related activities,

provided that its use will not interfere with operations of the Government.

- Arrange and gain approval for use of this space through the Contracting Officer Representative.
- Use of the existing loading dock facilities will be shared with Government activities on a first-come-first-served, wait-your-turn basis.
- Existing materials and equipment that are removed as part of the construction operations, and that are not reused or designated to be salvaged as Government property, shall become the property of the Contractor and shall be removed from the site. Storage or sale of excess salvageable materials and equipment is not permitted on site.
- Pollution producing equipment shall not be located near air intakes where airborne smoke or fumes could be drawn into the building. When not required for powering unloading operations, turn off engines when docked.
- Smoking is not permitted in or around the building.
- No parking will be available on site during normal hours. The Contractor and Contractor's employees shall make their own arrangements for vehicle parking off site.
- No apparatus with an open flame is allowed to be used within the facility without the prior receipt of a burn permit. Contact the Field Office to obtain burn permits. Burn permits are required for each separate occurrence.
- The work shall be sequenced to minimize disruption to building occupants, visitors, and maintenance activities. To the greatest extent feasible, demolition work should not take place until supplies are on hand to perform new work.
- Coordinate with the COR for site access.
- Coordinate with the COR on correct response procedures for any building system alarms occurring during or resulting from the construction process.
- All building systems outside the immediate construction area shall be kept fully operational during normal working hours.
- Protect building site from flying debris.

23.2 Access and Property Control at Property Location

Property control: All property being removed from the Treasury Department is subject to inspection by security personnel. Property cannot be removed from the premises without a completed Treasury Property Pass.

Existing Building Alarm Systems: The Contractor shall notify the COR prior to disturbing any alarm wiring, device, system, etc. The Contractor shall coordinate planned disturbances at least two weeks in advance of the scheduled work. Any alarm wiring, devices, or system that is broken or disturbed for any reason must be reported to the COR. If any system or component is damaged by Contractor employees, the Treasury Department, Administrative Operations Division Security, Safety and Parking Officer will determine the procedures for repairing the work. The cost to repair the system and any related overtime costs for Treasury Department personnel shall be borne by the Contractor.

Parking: There will be no parking available at the Annex Building. Treasury will only clear vehicles for delivery and pickups.

Deliveries: All deliveries shall be scheduled no less than 25 hours in advance. An Access form must be filled out and emailed to FacilitiesServiceDesk@treasury.gov unless otherwise noted on the form.

Ingress/Egress during off-hours is restricted; once in…you are locked in, once out…you are locked out. For non-routine circumstances, with 24 hours' notice, request special ingress/egress arrangements as needed from COR.

23.3 Material Delivery Process

Access Form to be submitted to Treasury COR with 24 hours' notice. The electronic Access form is to be e-mailed to FacilitiesServiceDesk@treasury.gov. and COR. All deliveries must go to Federal Protection Service Mobile Scanning Facilities offsite open Monday-Friday (7AM-2:30PM) by appointment only through COR before coming to Treasury. The truck will then be escorted by USSS to the Treasury Complex, where it may be canine swept and/or EOD inspected. Materials may or may not require further inspection at the building entrance. It is a judgment call of the UD Officer at the Post. All deliveries shall be made to the Treasury are to be during normal working hours; unless special arrangements have been approved by the COR. Deliveries shall be unloaded in a timely responsive manner, so as not to cause congestion in the Moat or alley.

23.4 Safety and Health

In addition to publications referenced in the Construction Contract Clauses, the following Code of Federal Regulations (CFR), publications apply to conduct of the work. State and local safety and health regulations that apply are not cited herein. Current editions at the date of the agreement apply. The more stringent requirements apply.

- 29 CFR, Part 1910: Occupational Safety and Health Administration (OSHA) General Industry and Health Standards. (1910 | Occupational Safety and Health Administration)
- 29 CFR, Part 1926 " Safety and Health Regulations for Construction" (1926 | Occupational Safety and Health Administration)
- 40 CFR 260, "Hazardous Waste Management System" (eCFR :: 40 CFR Part 260 -- Hazardous Waste Management System: General)
- 40 CFR 261, "Identification and Listing of Hazardous Waste." (eCFR :: 40 CFR Part 261 -- Identification and Listing of Hazardous Waste)
- 40 CFR, Part 761, EPA Polychlorinated Biphenyls (PCBs), Manufacturing, Processing, Distribution in Commerce and Use Prohibitions. (eCFR :: 40 CFR Part 761 -- Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions)
- National Fire Protection Association (NFPA) 70E Electrical Safety Requirements for Workplace Safety
- U.S. Army Corps of Engineers (USCOE) Safety and Health Requirements Manual, EM 385-1-1, current edition.
- Federal Standard: Fed. Std. 313A, Material Safety Data Sheets, Preparation and the Submission of. The Contractor shall assume full responsibility and liability for compliance with applicable codes, standards and regulations pertaining to the health and safety of personnel during execution of the Work and shall hold the Government harmless for any action on the Contractor's part, or that of the Contractor's employees or subcontractors, that results in illness, injury or death.

First Aid and Emergency Response Requirements: The Contractor shall provide for emergency first aid equipment. Additionally, a 20-pound ABC-rated fire extinguisher shall be maintained on- site as well as absorbent material of sufficient quantity to collect any spill which might occur during this project. A listing of emergency phone numbers and points of contact for fire, hospital, police, ambulance, and other necessary contacts shall be posted at the Contractor's worksite.

Contractor shall provide for site visitors Personal Protective Equipment (PPE) per OSHA for use during their visits. In addition to specific safety and health programs applicable to the project, Contractor shall submit firm's general safety plan at the pre-construction conference listing emergency procedures and contact persons with home addresses and telephone numbers.

Accident Reporting: Submit a copy of each accident report to the COR that the Contractor or Subcontractors submit to their insurance carriers, within seven calendar days after the date of the accident.

Emergency call down tree: Include an emergency call down tree containing contact info for all team members as part of the Contractor Safety Plan.

If the contractor brings hazardous materials onto the property, the contractor shall submit a hazardous material management plan which shall, at a minimum, identify and provide the Material Safety Data Sheet (MSDS) for each material, describe proper handling and storage procedures for each material, and describe the contractor's plan for responding to a spill or release of the material(s).

The Contractor shall advise the COR of any hazardous material and/or hazardous condition encountered during execution of the work. The COR shall determine if the Contractor must perform additional tests and if the work for the material or condition shall cease, only with approval from the Contracting Officer. Work shall recommence at the direction of the CO after confirming site conditions with the COR. The contractor shall take measures to protect personnel until CO COR has rendered its decision.

The Contract shall take necessary precautions to prevent injury to the public, occupants, and work forces. The public and occupants includes all persons not employed by the Contractor or a subcontractor.

The work area shall be fenced, barricaded or otherwise blocked off from the public or occupants to prevent unauthorized entry into the work area. Control by authorized personnel shall be done where passage through is necessary for the work.

Dispose of solid, liquid and gaseous contaminants in accordance with applicable federal, state, and local codes, laws, ordinances and regulations.

Comply with applicable federal, state and local noise control laws, ordinances and regulations, including but not limited to 29 CFR 1910.95 and 29 CFR 1926.52.

23.5 Submittals

Prior to beginning any work (after contract award and prior to Notice to Proceed), the contractor shall prepare and submit to the Contracting Officer for review, a site-specific work/safety plan describing the protective measures they will use. Additionally, prior to a subcontractor beginning any work, the

contractor shall (1) obtain a statement from each subcontractor verifying the sufficiency of the contractor's site-specific work/safety plan or (2) obtain a subcontractor site specific work/safety plan from each subcontractor describing the protective measures they will use. Upon the contractor's review and approval of each (1) subcontractor statement verifying the sufficiency or (2) subcontractor site specific work/safety plan, the contractor shall submit the approved (1) subcontractor's statement or (2) subcontractor site specific work/safety plan to the Contracting Officer for review. The contractor shall remain fully responsible and liable to assure his staff, and all subcontractor staff comply with the contractor and subcontractor site specific work/safety plan(s). Contractors shall provide any sampling/testing results as part of the safety plan. The site-specific work/safety plan(s) shall include but not be limited to the following (cover the who, what, when, where, why, and how).

SECTION III: CONTRACT CLAUSES – TERMS AND CONDITIONS

FAR CLAUSES:

C.1 52.211-10 -- COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within one (1) calendar days after the date the Contractor receives the award, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 365 calendar days. The time stated for completion shall include final cleanup of the premises.

C.2 52.213-4 -- TERMS AND CONDITIONS -- SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2025) (DEVIATION 2025-00002, FEB 2025)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post acceptance rights—

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence. Examples of occurrences include acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. When an excusable delay occurs, the Contractor shall—

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(c) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor

shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(d) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(e) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

C.3 FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This solicitation and any resultant contract incorporate the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text may be accessed electronically at this Internet address: http://www.acquisition.gov/far/

Clause No.	TITLE	DATE
52.202-1	Definitions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Deviation Pending)	JUN 2020
52.204-13	System for Award Management—Maintenance (Deviation Pending)	OCT 2018
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Deviation Pending)	OCT 2016
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014

52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Deviation Pending)	NOV 2015
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation (Deviation Pending)	NOV 2015
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Deviation Pending)	JAN 2025
52.211-13	Time Extensions	SEP 2020
52.219-14	Limitations on Subcontracting (Deviation Pending)	OCT 2022
52.219-6	Notice of Total Small Business Set-Aside (Deviation Pending)	NOV 2020
52.219-8	Utilization of Small Business Concerns (Deviation Pending)	JAN 2025
52.222-10	Compliance with Copeland Act Requirements (Deviation Pending)	FEB 1988
52.222-11	Subcontracts (Labor Standards) (Deviation Pending)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards (Deviation Pending)	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment., Contracts for Materials, Supplies, Articles, and Equipment	JUN 2020
52.222-3	Convict Labor (Deviation Pending)	JUN 2003
52.222-34	Project Labor Agreement ALT II (Deviation Pending)	JAN 2024
52.222-35	Equal Opportunity for Veterans (Deviation Pending)	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities (Deviation Pending)	JUN 2020
52.222-37	Employment Reports on Veterans (Deviation Pending)	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Deviation Pending)	DEC 2010
52.222-50	Combating Trafficking in Persons (Deviation Pending)	OCT 2025
52.222-54	Employment Eligibility Verification (Deviation Pending)	JAN 2025
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026	JAN 2022
52.222-6	Construction Wage Rate Requirements (Deviation Pending)	AUG 2018
52.222-7	Withholding of Funds (Deviation Pending)	MAY 2014
52.222-8	Payrolls and Basic Records (Deviation Pending)	JUL 2021
52.222-9	Apprentices and Trainees (Deviation Pending)	JUL 2005
52.223-11	Ozone-Depleting Substances (Deviation Pending)	MAY 2024
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Deviation Pending)	MAY 2024
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts (Deviation Pending)	MAY 2024
52.223-23	Sustainable Products and Services (Deviation Pending)	MAY 2024
52.223-3	Hazardous Material Identification and Material Safety Data (Deviation Pending)	FEB 2021
52.223-5	Pollution Prevention and Right-to-Know Information (Deviation Pending)	MAY 2024
52.225-1	Buy American-Supplies	OCT 2022

52.226-6	Promoting Excess Food Donation to Nonprofit Organizations., Promoting Excess Food Donation to Nonprofit Organizations	JUN 2020
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 Infringement	JUN 2020
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-11	Individual Surety—Pledge of Assets	FEB 2021
52.228-12	Prospective Subcontractor Requests for Bonds	DEC 2022
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds-Construction	JUN 2020
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance-Work on a Government Installation	JAN 1997
52.229-3	Federal, State, and Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability of Funds	APR 1984
52.232-23	Assignment of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	OCT 2018
52.232-34	Payment by Electronic Funds Transfer-Other than System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-8	Discounts for Prompt Payment	FEB 2002
52.233-1	Disputes (ALT I) (Deviation Pending)	MAY 2014
52.233-3	Protest after Award (Deviation Pending)	
52.233-4	Applicable Law for Breach of Contract Claim (Deviation Pending)	
52.236-1	Performance of Work by the Contractor	APR 1984
52.236-2	Differing Site Conditions (Deviation Pending)	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work (Deviation Pending)	APR 1984
52.236-5	Material and Workmanship (Deviation Pending)	APR 1984
52.236-6	Superintendence by the Contractor (Deviation Pending)	APR 1984
52.236-7	Permits and Responsibilities (Deviation Pending)	NOV 1991
52.236-8	Other Contracts (Deviation Pending)	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Deviation Pending)	APR 1984
52.236-10	Operations and Storage Areas (Deviation Pending)	APR 1984
52.236-11	Use and Possession Prior to Completion (Deviation Pending)	APR 1984
52.236-12	Cleaning Up (Deviation Pending)	APR 1984
52.236-13	Accident Prevention (Deviation Pending)	NOV 1991
52.236-14	Availability and Use of Utility Services (Deviation Pending)	APR 1984
52.236-15	Schedules for Construction Contracts (Deviation Pending)	APR 1984

52.236-17	Layout of Work (Deviation Pending)	APR 1984
52.236-21	Specifications and Drawings for Construction (Deviation Pending)	FEB 1997
52.240-1	Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities	NOV 2024
52.240-91	Security Prohibitions and Exclusions (Deviation Pending)	DEC 2023
52.240-93	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.243-1	Changes-Fixed-Price	AUG 1987
52.243-4	Changes (Deviation Pending)	JUN 2007
52.243-5	Changes and Changed Conditions	APR 1984
52.244-5	Competition in Subcontracting	AUG 2024
52.244-6	Subcontracts for Commercial Products and Commercial Services	JAN 2025
52.245-1	Government Property	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
52.247-29	F.O.B. Origin	FEB 2006
52.247-34	F.O.B. Destination	JAN 1991
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	NOV 2021
52.247-69	Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking	JAN 2025
52.248-3	Value Engineering-Construction	OCT 2025
52.249-10	Default (Fixed-Price Construction)	APR 1984

C.4 52.219-28 -- POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JAN 2025)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern—

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

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

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to

award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at https://www.sba.gov/document/support--table-size-standards.

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

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

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it □ is, □ is not a small business concern under *NAICS Code* _____ assigned to *contract number* _____.

(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause*.] The Contractor represents that it □ is, □ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

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

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it □ is, □ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* _____.]

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

(End of clause)

C.5 52.222-90 -- ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (Deviation DATE)

(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)

C.6 FAR 52.225-9 -- BUY AMERICAN-CONSTRUCTION MATERIALS (DEVIATION DATE PENDING)

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

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

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

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

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

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

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

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

Cost of components means—

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

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

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

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

Domestic construction material means—

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

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

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

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

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

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

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

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

the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

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

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

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

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

(A) *For domestic construction material that is not a critical item or does not contain critical components*.

(1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(i)(A)*(2)* of this clause will no longer apply as of January 1, 2030.

(B) *For domestic construction material that is a critical item or contains critical components*.

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

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)*(1)* of this clause.

(3) The procedures in paragraph (b)(3)(i)(B)*(2)* of this clause will no longer apply as of January 1, 2030.

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

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

(c) Request for determination of inapplicability of the Buy American statute.

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

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

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

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

[*Include other applicable supporting information.*]

(End of clause)

C.7

DTAR and DTAP CLAUSES:

C.8 (DTAR) 1052.201-70 -- Contracting Officer's Representative (COR) Designation and Authority (AUG 2011)

(a) The contracting officer's representative is.

TBD

(b) Performance of work under this contract must be subject to the technical direction of the COR identified above, or a representative designated in writing. The term "technical direction "includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) Technical direction must be within the scope of the specification(s)/work statement. The COR does not have authority to issue technical direction that:

(1) constitutes a change of assignment or additional work outside the specification(s)

(2) constitutes a change as defined in the clause entitled "Changes";

(3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) interferes with the contractor's right to perform under the terms and conditions of the contract; or,

(6) directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COR shall confirm oral direction in writing within five workdays, with a copy to the contracting officer.

(e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COR. If, in the opinion of the contractor, any direction of the COR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government workday.

(f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes".

(End of clause)

C.9 (DTAR) 1052.204-70 -- Insider Threat Awareness Training (JULY 2016)

(a) Definition. "Classified information," as used in this clause, is defined in FAR 2.101(b).

(b) The Government has determined that access to classified information is necessary in performance of this contract.

(c) Contractor personnel, including subcontractor personnel, determined to require access to classified information in performance of this contract shall successfully complete Insider Threat Awareness training initially and annually thereafter.

(1) Failure of a contractor employee to successfully complete the training in paragraph (c) of this clause will result in their access to classified information being revoked until such time the training is

successfully completed. The Government reserves the right to take additional action deemed necessary to protect its interests.

(d) The Government may provide Contractor personnel access to a system for purposes of completing this training electronically.

(e) The Contractor shall ensure all Contractor personnel, including subcontractor personnel comply with the requirements of this clause.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where subcontractor personnel will have access to classified information.

(End of clause)

C.10 (DTAR) 1052.210-70 -- Contractor Publicity (APR 2015)

The Contractor, or any entity or representative acting on behalf of the Contractor, shall not refer to the supplies or services furnished pursuant to the provisions of this contract in any news release or commercial advertising, or in connection with any news release or commercial advertising, without first obtaining explicit written consent to do so from the Contracting Officer. Should any reference to such supplies or services appear in any news release or commercial advertising issued by or on behalf of the Contractor without the required consent, the Government shall consider institution of all remedies available under applicable law, including 31 U.S.C. 333, and this contract. Further, any violation of this clause may be considered as part of the evaluation of past performance.

(End of clause)

C.11 (DTAR) 1052.222-70 -- Minority and Women Inclusion (JAN 2016)

(a) Contractor confirms its commitment to equal opportunity in employment and contracting. To implement this commitment, the Contractor shall ensure, to the maximum extent possible consistent with applicable law, the fair inclusion of minorities and women in its workforce. The Contractor shall insert the substance of this clause in all subcontracts awarded under this contract whose dollar value exceeds $150,000. Within ten business days of a written request from the Contracting Officer, or such longer time as the Contracting Officer determines, and without any additional consideration required from the Agency, the Contractor shall provide documentation, satisfactory to the Agency, of the actions it (and as applicable, its subcontractors) has undertaken to demonstrate its good faith effort to comply with the aforementioned provisions. For purposes of this contract, “good faith effort'' may include actions by the Contractor intended to identify and, if present, remove barriers to minority and women employment or expansion of employment opportunities for minorities and women within its workforce. Efforts to remove such barriers may include, but are not limited to, recruiting minorities and women, providing job-related training, or other activity that could lead to those results.

(b) The documentation requested by the Contracting Officer to demonstrate ``good faith effort'' may include, but is not limited to, one or more of the following--

(1) The total number of Contractor's employees, and the number of minority and women employees, by race, ethnicity, and gender (e.g., an EEO-1);

(2) A list of subcontract awards under the contract that includes: Dollar amount, date of award, and subcontractor's race, ethnicity, and/or gender ownership status;

(3) Information similar to that required in paragraph (b)(1) of this clause, with respect to each subcontractor; and/or

(4) The Contractor's plan to ensure that minorities and women have appropriate opportunities to enter and advance within its workforce, including outreach efforts.

(c) Consistent with Section 342(c)(3) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203) (Dodd-Frank Act), a failure to demonstrate to the Director of the Agency's Office of Minority and Women Inclusion such good faith efforts to include minorities and women in the Contractor's workforce (and as applicable, the workforce of its subcontractors), may result in termination of the contract for default, other contractual remedies, or referral to the Office of Federal Contract Compliance Programs (OFCCP). Compliance with this clause does not, however, necessarily satisfy the requirements of Executive Order 11246, as amended, nor does it preclude OFCCP compliance evaluations and/or enforcement actions undertaken pursuant to that Executive Order.

(d) For purposes of this clause, the terms ``minority,'' ``minority-owned business,'' and ``women-owned business'' shall have the meanings set forth in Section 342(g) of the Dodd-Frank Act.

(End of clause)

C.12 (DTAP) 1052.224-70 -- CONTRACT PUBLICATION (OCT 2018)

(a) The Department of the Treasury (Treasury) may, at its sole discretion, publish this contract or portions thereof, including orders issued under the contract when deemed in the best interest of the Government.

(b) To afford the Contractor an opportunity to review and propose redactions for any information contained in the Treasury contact that may be subject to a FOIA exemption, the Contractor may submit, within ten business (10) days from the date of award of this contract or any order issued under the contract—

(1) A pdf file of the fully executed contract or order that is suitable for publication and which includes all Contractor proposed redactions (e.g., trade secrets or any commercial or financial information that the Contractor believes to be privileged or confidential business information) and.

(2) A written statement identifying the portions of each proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. 552, and, in the case of FOIA, Exemption 4, 5 U.S.C. 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential.

(c) Treasury will consider the Contractor’s proposed redactions and associated grounds for nondisclosure prior to making a determination as to what information may be properly withheld for purposes of publication this contract or portions thereof.

(d) The Contractor may submit a request to the CO for additional time to complete the action prescribed by paragraph (b) of this clause. The lack of action by the Contractor will be deemed by the Government as there being no information in the Treasury contact subject to a FOIA exemption.

(e) Information provided by the Contractor in response to this clause may itself be subject to disclosure under the FOIA.

(End of clause)

C.13 (DTAR) 1052.228-70 -- Insurance Requirements (APR 2015)

In accordance with FAR clause 52.228-5, entitled “Insurance - Work on a Government Installation” [or

FAR clause 52.228-7 entitled, "*Insurance - Liability to Third Persons"*], insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

(a) *Worker's compensation and employer's liability.* The Contractor shall, as a minimum, meet the requirements specified at FAR 28.307-2(a).

(b) *General liability.* The Contractor shall, at a minimum, meet the requirements specified at FAR 28.307-2(b).

(c) *Automobile liability.* The Contractor shall, at a minimum, meet the requirements specified at FAR 28.307-2(c).

(End of clause)

C.14 (DTAR) 1052.232-7003 -- Electronic Submission of Payment Requests (APR 2015)

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

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

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

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

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

(End of clause)

C.15 (DTAR) 1052.232-39 -- UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JANUARY 2016)

(a) *Definition.* As used in this clause-
"Commercial supplier agreements" means terms and conditions customarily offered to the public by vendors of supplies or services that meet the definition of commercial item set forth in FAR 2.101 and intended to create a binding legal obligation on the end user. Commercial supplier agreements (CSA) are particularly common in information technology acquisitions, including acquisitions of commercial computer software and commercial technical data, but they may apply to any supply or service. The term applies-

(1) Regardless of the format or style of the document. For example, a CSA may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of an offer or quotation responding to a solicitation;

(2) Regardless of the media or delivery mechanism used. For example, a CSA may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or

another transaction.

(b) Except as stated in paragraph (c) of this clause, when any supply or service acquired under this contract is subject to any CSA, that includes any language, provision, or clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such language, provision, or clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the CSA. If the CSA is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such language, provision, or clause is deemed to be stricken from the CSA.

(c) Paragraph (b) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

NOTE: *System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in Bureau solicitations, including 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, paragraph (d) and paragraph (t) of 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services. Contracting officers will not consider or use these representations. Entities are not required to, nor are they able to, update their entity registration to remove these representations in SAM.*

SECTION IV: PROVISIONS, REPRESENTATIONS & CERTIFICATIONS

This contract will be set aside under the following: 52.219-6, Notice of Total Small Business Set Aside **(DEVIATION DATE PENDING)**.

OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS

REPRESENTATIONS AND CERTIFICATIONS

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through https://www.sam.gov.

(b) (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically under FAR 52.212-3, Offeror Representations and Certifications- Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201).

[*Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

P.1 (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 address: https://www.acquisition.gov/content/regulations

(End of Provision)

NUMBER	TITLE	DATE
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	SEPT 2024
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements- Representation	JAN 2017
52.204-7	System for Award Management – Registration (Deviation Pending)	
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation. (Deviation Pending)	
52.209-7	Information Regarding Responsibility Matters (Deviation Pending)	
52.219-1	Small Business Program Representations (Deviation Pending)	
52.222-33	Notice of Requirement for Project Labor Agreement	JAN 2024
52.222-38	Compliance with Veterans' Employment Reporting Requirements	FEB 2016
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	OCT 2025
52.223-1	Biobased Product Certification (Deviation Pending)	
52.223-4	Recovered Material Certification	MAY 2008
52.225-10	Notice of Buy American Requirement-Construction Materials	MAY 2014
52.229-11	Tax on Certain Foreign Procurements—Notice and Representation	JUN 2020

P.2 FAR 52.203-2 -- CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (DEVIATION DATE PENDING)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]*;

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

P.3 (FAR) 52.209-5 -- Certification Regarding Responsibility Matters (DEVIATION DATE PENDING)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have □ have not □, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if

included in this solicitation);

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

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

(1) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if a pending administrative or judicial challenge remains. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(2) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

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

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the Government will consider the certification in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) This provision does not require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a). The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If the Government later determines that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

P.4 (FAR) 52.209-7 -- Information Regarding Responsibility Matters (DEVIATION DATE PENDING)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings,

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

P.5 (FAR) 52.209-11 -- Representation by Corporations Regarding Delinquent Tax Liability or a

Felony Conviction Under any Federal Law (DEVIATION DATE PENDING)

(a) The Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that–

(1) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

P.6 52.209-12 Certification Regarding Tax Matters (OCT 2025)

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

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

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

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

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

(End of provision)

P.7 52.209-13 -- VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (NOV 2021) (DEVIATION DATE PENDING)

(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)

P.8 52.216-1 -- TYPE OF CONTRACT (APR 1984) (DEVIATION DATE PENDING)

The Government contemplates award of a firm fixed-price, lump sum, construction contract resulting from this solicitation.

(End of Provision)

P.9 52.225-10 -- NOTICE OF BUY AMERICAN REQUIREMENT-CONSTRUCTION MATERIALS (MAY 2014).

(a) *Definitions*. "Commercially available off-the-shelf (COTS) item," "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" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations 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 the clause at FAR 52.225-9 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 material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(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 not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic 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 the clause at FAR 52.225-9 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 the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic 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(b)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determinations 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 the clause at FAR 52.225-9.

P.10 (FAR) 52.233-2 -- Service of Protest (DEVIATION DATE PENDING)

(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)

SECTION V: INSTRUCTIONS TO OFFERORS & BASIS FOR AWARD

I. INSTRUCTIONS

The Department of the Treasury requires the renovation of the West Conference Room 5428, North Office 5211 GG, and East Offices 5012 J & 5012 M on the fifth floor as detailed within this RFQ. TCSC will follow procedures in FAR/RFO 12, 13 and 36 to conduct the competition and expect award of a single award, firm-fixed price, lump sum construction contract. The Contracting Officer intends to award the construction contract to a responsible contractor whose quote conforms to the solicitation, is fair and reasonable, and offers the best overall value to the Government at the lowest price technically acceptable. This is a Service-Disabled Veteran-Owned Small Business (SDVOSB) set-aside. Offerors must be certified as a SDVOSB, under NAICS 236220, in the System for Award Management (Home | SAM.gov) and the Small Business Search (Small Business Search) at the time of offer submission and award to be considered.

TCSC will utilize the lowest price technically acceptable (LPTA) approach for evaluations in accordance with FAR/RFO 12 and 13.

Upon receipt of quotes, TCSC will verify each contractor provided a complete quote which followed the instructions herein. The CO will also ensure contractors don't have any active exclusions in System for Award Management (SAM). Contractors with an active exclusion found in SAM will not be considered for award. TCSC will also conduct a responsibility determination in accordance with FAR 9.104-1.

1.0 COMMUNICATIONS
The Government intends to evaluate quotes and make an award without dialogue. The Government reserves the right to ask for clarifications, or exchanges, if the CO determines them to be necessary. A contractor may be eliminated from consideration without further communication if its technical response and/or quote are incomplete or determined to be grossly underestimated in its pricing.

2.0 QUESTIONS and DUE DATE
Questions regarding this RFQ must be submitted in writing by email to Christian.Fowler@treasury.gov. Questions must be received no later than **1:00 PM ET**, **6 August 2026** to ensure a timely response. Questions received after that date may not be answered prior to the date established for the receipt of quotes. Communication concerning this solicitation with any other Government personnel or contractor support personnel is prohibited. If such contact occurs, the contractor making such contact may be excluded from award consideration. Responses to questions submitted, if/as appropriate, will be responded to via an amendment to the RFQ, only, and posted to original SAM.gov release.

When submitting questions, please use the email subject line title formatting as follows so that questions are easily tracked. Any deviation from this may result in questions being missed:

Subject: **TDOFloorReno0219**

3.0 QUOTATION CLOSING DATE
The RFQ closing date is **1:00 PM ET**, **13 August 2026**. To be considered, quotes must be received by Christian.Fowler@treasury.gov no later than the closing date and time, with the following format

described in the following pages. Include the RFQ number **2032H326Q00053 (*Business Initials*) Quote** in the email header.

4.0 COMPLETE QUOTATION FORMAT

Offerors are advised to review the RFQ carefully and adhere to all instructions. Incomplete quotes/responses that are not structured in accordance with the instructions set forth, or that do not include the required technical breakout, or documentation, may be considered non-responsive and ineligible for award.

A. BASIC QUALIFICATIONS

Contractors must be technically qualified and financially responsible to perform the work described in this request for quote. At a minimum, Contractors must meet the following requirements:

1) Be able to understand written and spoken English;
2) Have an established business with a permanent address and telephone listing;
3) Have the necessary personnel, equipment and financial resources available to perform the work;
4) Have no adverse criminal record; and
5) Have no political or business affiliation which could be considered contrary to the interests of the United States.

B. SUBMISSION OF QUOTES - FORMAT

The offer must include the following with its complete quote:

1. A signed and executed Standard Form 1442 (SF-1442), "Solicitation, Offer, and Award (Construction, Alteration, or Repair)."
    - Completed Section II – B.1 Price/Cost Schedule
    - Completed Technical Response (See
    - Section V – Fill-in Clauses/Provisions and returned with quote:
    - Corporate Experience Worksheet
    - Acknowledgement of any Amendments to the RFQ

C. QUOTE DUE DATE AND DELIVERY INSTRUCTIONS

1. Due Date.
   The due date for delivery of the quote is Tuesday, August 13, 2026. In order to be accepted, quote must be received, electronically, no later than 1:00 PM ET.

2. Delivery Instructions.
   Offerors shall provide a lump sum quote with a breakout into the three renovations listed in **Section I: Price Schedule**. Offeror shall provide all back-up documentation as necessary. The quote shall be marked "**2032H326Q00053 (*Business Initials*) Quote**"

   The offeror shall submit one (1) electronic copy of their complete quote to Christian.Fowler@treasury.gov. The vendor's response can be within 10 to 15 additional pages of the total page count of the solicited document or less in regard to total page count, if needed.

D. INQUIRIES

Offerors are instructed to contact only the solicitation Issuing Office shown on Page 1 of the SF 1442 for information about any aspect of the solicitation. All communications prior to award must be directed to the Contracting Officer, Christian Fowler. Inquires must be submitted in writing and submitted electronically to the email: Christian.Fowler@treasury.gov.

E. INCURRING COSTS

The Contracting Officer is the only person who can legally obligate the Government for the expenditure of public funds. Costs shall not be incurred by recipients of this solicitation in anticipation of receiving direct reimbursement from the Government. It is understood that your official quote/response will become part of the official file on this matter without obligation to the Government.

F. SITE VISIT INFORMATION:

All visitors must be submitted via the Treasury Access Link. To ensure timely processing, the form must be completed in full for the scheduled walk-through on August 5, 2026 @ 10 AM at main Treasury and its annex.

Please use the contact below as the POC for the site visit. Any communication with the site visit POC regarding the specifics of the Request for Quote is not allowed and could result in a removal from consideration for award. The contact information is given for access to view the site, only.

Travis M. Sumlar
Construction Program Specialist
Treasury Operations | Facilities Services | Property Management Branch
Desk: (202) 622-5428 | **Cell:** (771) 200-8580
Email: travis.sumlar@treasury.gov

All vendors and guests are informed of the acceptable forms of identification required to enter the Treasury and ANNEX buildings. Under the REAL ID Act of 2005, minimum security standards for state-issued driver's licenses and identification cards will be enforced for access to certain federal facilities beginning May 7, 2025.

Acceptable Identification For:

A. U.S. Citizens
- REAL ID–compliant state-issued driver's license or ID card
- Valid U.S. passport
- U.S. military ID

B. Foreign Nationals
- Valid government-issued passport
- Other official government-issued travel documents

Important Requirements
- All guests **18 years of age or older** must present a valid, government-issued **physical** photo ID. *Digital or mobile IDs are not accepted.*
- Beginning **May 7, 2025**, **non-REAL ID–compliant** state IDs will no longer be accepted for entry.
- All information on the ID (name, date of birth, city, etc.) must match exactly with what was submitted during the access request process.
- U.S. citizens **17 years old and under** are not required to present an ID or Social Security Number.

II. BASIS FOR AWARD

The Department of Treasury intends to award a Firm Fixed Price award for work at Main Treasury as detailed within this RFQ. To be determined technically acceptable, all technical factors must be found acceptable for consideration of award. Contractors must be capable of meeting the requirements, delivery schedules, and inclusion of any non-expired licenses/certifications as necessary. By submitting a quote, the contractor agrees that it can complete the requirement within the given period of performance. Technical acceptability will be based on the acceptance of the following technical elements:

I. TECHNICAL ELEMENTS:

The Government will evaluate the contractor's complete technical response for completeness for each of the following areas which constitutes a technical response for technical acceptance or non-acceptance:

1. Statement of Understanding/Methodology: Contractor shall provide a detailed technical statement of its approach to this work. This statement should include, but not limited to, thorough detail of its approach to this work, operational strategies, risk mitigation, and management protocols.
2. Management Approach: Contractor shall provide a plan for managing its approach to ensure successful work performance and compliance with the specifications of the SOW.
   a. Quality Control: Specify metrics that define successful performance of the work, describe how the contractor will verify the metrics are met, and explain the corrective action to be taken when metrics are not met.
3. Staffing Plan: Offerors shall submit an initial staffing plan using the template at Attachment 1 as part of the technical proposal. The plan shall reflect the proposed labor mix for the prime contractor and any subcontractor roles. The Initial Staffing Plan (APU 26-01 attachment 1) must be included with your submission. Upon award, the Monthly Workforce Report (APU 26-01 Attachment 2) is required to be submitted with your monthly invoice; however, submission is required monthly regardless of the award's actual billing cycle.
   a. **Prime Performance Threshold Certification.** In accordance with FAR 52.219-14, Limitations on Subcontracting, offerors shall certify in their initial staffing plan that the small business prime contractor will perform at least 15 percent of the cost of contract performance incurred for personnel with its own employees or those of other similarly situated small business concerns. The staffing plan shall include a clear breakdown of prime versus subcontractor work and lump sum cost by prime and general construction subcontractor work for the base and each option period. This information shall be used by the CO to verify compliance at award.
4. Corporate Experience: Contractor shall provide a description, and evidence, of its experience with historical government building renovation. Historical buildings must be recognized as historical and must be federally or state controlled. Complete the attached **Corporate Experience Worksheet Form** of no more than three examples of recent (meaning any work performed during the past five (5) years from date of issuance of this solicitation) and relevant (meaning work that is similar in size, scope, and complexity to that contemplated under this solicitation) corporate experience in construction projects with federal historical buildings.

II. PAST PERFORMANCE:

The Government may review, at minimum, three (3) past performance references of similar work

completed within the last 3 years by reviewing the Contractor's performance reports in the Contractor Performance Assessment Reporting System (CPARS).

a. **Responsibility:** Vendor must meet the standard for FAR 9.104.

III. **QUOTED PRICE**:

The vendor must submit the attached Price Schedule (Section I) that shall constitute total and complete pricing as delineated with the specified CLIN structure. The Government requests that the vendor provide any additional pricing discounts and savings where possible.

IV. **FILL-IN CLAUSES:**

Fill-in all clauses and provisions found within this RFQ that shall be returned with the contractor's official quote. See "SECTION IV: PROVISIONS, REPRESENTATIONS & CERTIFICATIONS."

- Representations and Certifications—Commercial Products and Commercial Services
- FAR 52.203-2 -- CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (DEVIATION DATE PENDING)
- (FAR) 52.209-5 -- Certification Regarding Responsibility Matters (DEVIATION DATE PENDING)
- (FAR) 52.209-7 -- Information Regarding Responsibility Matters (DEVIATION DATE PENDING)
- (FAR) 52.209-11 -- Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction Under any Federal Law (DEVIATION DATE PENDING)
- 52.209-12 Certification Regarding Tax Matters (OCT 2025)
- 52.209-13 -- VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION (NOV 2021) (DEVIATION DATE PENDING)
- 52.219-28 - Post-Award Small Business Program Rerepresentation (JAN 2025)

Communication:

Communication with government personnel, other than the Contracting Specialist, or Contracting Officer, during the solicitation phase may result in the contractor's quote being removed from consideration.

Applicable Publications (Current Editions)

The Contractor must abide by all applicable regulations, publications, manuals, local policies, safety data, OSHA, environmental laws, and procedures.