AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		352

2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER *(If applicable)*
0002	07/15/2026		KAHUA 0347

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
GSA PBS OAM Capital Construction Projects Division Div 819 Taylor Street, 11th Floor, Fort Worth, Texas 76102 POC Marsha Howard, Contracting Officer Email: marsha.howard@gsa.gov PH: 817-505-8543			

8. NAME AND ADDRESS OF CONTRACTOR *(Number, street, county, State and ZIP Code)*	(X)	9A. AMENDMENT OF SOLICITATION NUMBER
	☒	47PB5126R0003
		9B. DATED *(SEE ITEM 11)*
		01/26/2026
	☐	10A. MODIFICATION OF CONTRACT/ORDER NUMBER
		10B. DATED *(SEE ITEM 13)*
CODE / FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation data, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

GSA Solicitation 47PB5126R0003, Design Build Services for the Bridge of the Americas (BOTA) Land Port of Entry (LPOE), El Paso, Texas

See description of changes herein.
All offerors must acknowledge the amendment in accordance with the instructions in Block 11.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
15B. CONTRACTOR/OFFEROR *(Signature of person authorized to sign)*	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	16C. DATE SIGNED

BOTA LPOE Modernization Project, El Paso, TX

Amendment 002 amends Solicitation 47PB5126R0003 as follows:

This amendment incorporates the BOTA LPOE Phase 2 Request for Proposal (RFP) which contains the Solicitation, Agreement, Scope of Work, Wage Determination(s) and attachments needed for Phase 2.

All documents, Standards and Criteria Documents, GSA Templates and References including BOTA LPOE Modernization Price Form is located on the GSA Shared Drive. To obtain access, contractors should send their GACA account information (email) to Marsha Howard via marsha.howard@gsa.gov AND Daniel Partida via Daniel.partida@gsa.gov for access.

The BOTA LPOE Modernization Price Form in the Shared Drive can be downloaded to input all pricing. However, contractors will need to submit a .pdf copy to the Contracting Officer for consideration. GSA is not responsible for calculations within the spreadsheet posted on the shared drive. Contractors will need to make sure all calculations are correct prior to submission.

The RFP contains references to “Allowances” within the document. Spec Section 01 21 00 ALLOWANCES and other information regarding allowances will be further defined and addressed via a separate amendment.

All offerors must acknowledge the amendment in accordance with the instructions in Block 11 on Standard Form 30.

END OF AMENDMENT 0002

SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	47PB5126R0003	☐ SEALED BID *(IFB)* ☒ NEGOTIATED *(RFP)*	07/15/2026	1 350

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
		KAHUA 0347

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

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

SOLICITATION

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

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

PHASE 2

GSA Solicitation Number 47PB5126R0003
Design Build Contract for: Bridge of the Americas (BOTA) Land Port of Entry (LPOE) Modernization Project, El Paso, Texas

See Project Summary herein.

The range of this project is $400,000,000.00 - $460,000,000,000.00

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

Two Phase Design Build Procedures
NAICS 236220

11. The contractor shall begin performance within 10 calendar days and complete it within 1632 calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. ***(See*** Period of Performance ***).***

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 2:00 PM (CST) ***(hour)*** local time 10/15/2026 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

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

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

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

OFFER *(Must be fully completed by offeror)*

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

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

AMOUNTS ▶

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

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

AWARD *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA

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

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. DATE

Cover Page

Bridge of The Americas (BOTA) Land Port of Entry (LPOE) Modernization Project

Price Form

GSA RFP Number: 47PB5126R0003

CLIN	Description	TOTAL
	BASE SCOPE	
0001	Design Costs	
0002	Main Building Construction Base Scope Shell	
0003	Main Building Construction Base Scope TI	
0004	Noncommercial Insp to include 27 Lanes & Head House Base Scope Shell	
0005	Noncommercial Insp to include 27 Lanes & Head House Base Scope TI	
0006	Outbound Insp Construction Base Scope Shell	
0007	Outbound Insp Construction Base Scope TI	
0008	FMCSA Bus Inspection Construction Base Scope Shell	
0009	FMCSA Bus Inspection Construction Base Scope TI	
0010	TABC Building Construction Base Scope Shell	
0011	TABC Building Construction Base Scope TI	
0012	Utilies Construction Base Scope	
0013	Site Construction Base Scope	
0014	Demolition Construction Base Scope	
0015	CBP Furniture Design & Construction and Move Services	
	OPTIONS	
0016	Option #1A - Kennel Building Construction - Shell	
0017	Option #1B - Kennel Building Construction - TI	
0018	Option #2A - Noncommercial Insp 8 Additional Lanes -Shell	
0019	Option #2B - Noncommercial Insp 8 Additional Lanes -TI	
0020	Option #3A - Trusted Traveler Building Construction - Shell	
0021	Option #3B - Trusted Traveler Building Construction - TI	
0022	Option #4A - Narcotics Vault Construction - Shell	
0023	Option #4B - Narcotics Vault Construction - TI	
	UNIT Pricing	
	1. Imported Structural Fill, per 100 cubic yards	
	2. Asbestos Abatement, per square foot	
	3. Porthole Bore, (to maximum depth of vacuum boring equipment), per 10 bores	
	TOTAL EVALUATED PRICE	

Type or Printed Name: _____

Title: _____

Signature: _____

Firm Name: _____

Date: _____

UEI: _____

Project Costs

Bridge of The Americas (BOTA) Land Port of Entry (LPOE) Modernization Project

Price Form

GSA RFP Number: 47PB5126R0003

CLIN-0001	**Base Scope - Design Costs**		
	ITEM		**PRICE**
	20% Design Concept/GSA Commissioner's Approval		$
	35% Design/100% Civil/Demo/Utilities Design		$
	65% Design		$
	95% Design		$
	100% Design		$
	Design Overhead		$
	Design Profit		$
	Total Design Cost		$0.00

CLIN-0002	Main Bldg. Construction Base Scope Costs - Shell		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Main Bldg. Base Scope Construction Costs - Shell		$0.00

CLIN-0003	Main Bldg. Construction Base Scope Construction Costs - Tenant Improvement (TI)		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Main Bldg. Base Scope Construction Costs - Tenant Improvement (TI)		$0.00

CLIN-0004	**Non-Commercial Inspection Includes 27 Lanes & Head House Construction Base Scope Costs - Shell**		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Non-Commercial Inspection Includes 27 Lanes & Head House Construction Base Scope Costs - Shell		$0.00

CLIN-0005	**Non-Commercial Inspection Includes 27 Lanes & Head House Construction Base Scope Costs - Tenant Improvement (TI)**		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Non-Commercial Inspection Includes 27 Lanes & Head House Construction Base Scope Costs - Tenant Improvement (TI)		$0.00

CLIN-0006	**Outbound Inspection Construction Base Scope Construction Costs - Shell**		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Outbound Inspection Construction Base Scope Construction Costs - Shell		$0.00

CLIN-0007	**Outbound Inspection Construction Base Scope Construction Costs - Tenant Improvement (TI)**		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Outbound Inspection Construction Base Scope Construction Costs - Tenant Improvement (TI)		$0.00

CLIN-0008	FMCSA Bus Inspection Construction Base Scope Costs - Shell		
	ITEM		PRICE
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total FMCSA Bus Inspection Construction Base Scope Costs - Shell		$0.00

CLIN-0009	FMCSA Bus Inspection Construction Base Scope Costs - Tenant Improvement (TI)		
	ITEM		PRICE
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total FMCSA Bus Inspection Construction Base Scope Costs - Tenant Improvement (TI)		$0.00

CLIN-0010	TABC Building Construction Base Scope Costs - Shell		
	ITEM		PRICE
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	TABC Building Construction Base Scope Costs - Shell		$0.00

CLIN-0011	**TABC Building Construction Base Scope Costs - Tenant Improvement (TI)**		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total TABC Building Construction Base Scope Costs - Tenant Improvement (TI)		$0.00

CLIN-0012	Utilities Construction Base Scope Costs		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Utilities Construction Base Scope Costs		$0.00

CLIN-0013	Site Construction Base Scope Costs		
	ITEM		PRICE
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Site Construction Base Scope Costs		$0.00

CLIN-0014	Demolition Construction Base Scope Costs		
	ITEM		PRICE
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Demolition Construction Base Scope Costs		$0.00

CLIN-0015	**Base Scope CBP Furniture Design & Construction and Move Services Costs**		
	ITEM		**PRICE**
	Contractor shall provide furniture and equipment design layouts and all materials and labor for the purchase and installation of furniture and equipment. The awarded contractor shall provide personnel, equipment, supplies, transportation, tools, materials, supervision and any other products and services necessary to provide the following new FF&E requirements: product installation of new furniture and equipment, including but not limited to systems furniture, modular and freestanding case goods: task, side, ganged waiting, conference, and training room seating: all-purpose, training, conference, and detainee interview tables, file , technology and general purpose storage cabinets, weapons storage, heavy open shelving and office accessories. All products are to be entirely new and unused.		$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Base Scope CBP Furniture Design & Construction and Move Services		$0.00

	Total Project Cost		**$0.00**

Bid Options
Bridge of The Americas (BOTA) Land Port of Entry (LPOE) Modernization Project
Price Form
GSA RFP Number: 47PB5126R0003

CLIN-0016	**Option #1A - Kennel Building Construction - Shell**		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Option #1A - Kennel Building Construction Costs - Shell		$0.00

CLIN-0017	**Option #1B - Kennel Building Construction - Tenant Improvement (TI)**		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Option #1B - Kennel Building Construction Costs - Tenant Improvement (TI)		$0.00

CLIN-0018	Option #2A - Noncommercial Insp 8 Additional Lanes- Shell		
	ITEM		PRICE
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	otal Option #2A - Noncommercial Insp 8 Additional Lanes Construction Costs - She		$0.00

CLIN-0019	Option #2B - Noncommercial Insp 8 Additional Lanes -TI		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Option #2B - Noncommercial Insp 8 Additional Lanes Costs - Tenant Improvement (TI)		$0.00

CLIN-0020	**Option #3A - Trusted Traveler Building Construction - Shell**		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Option #3A - Trusted Traveler Building Construction Costs - Shell		$0.00

CLIN-0021	Option #3B - Trusted Traveler Building Construction - TI		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Option #3B - Trusted Traveler Building Construction Costs - Tenant Improvement (TI)		$0.00

CLIN-0022	**Option #4A - Narcotics Vault Construction - Shell**		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Option #4A - Narcotics Vault Construction Costs - Shell		$0.00

CLIN-0023	**Option #4B - Narcotics Vault Construction - TI**		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Option #4B - Narcotics Vault Construction Costs - Tenant Improvement (TI)		$0.00

Modifications

Bridge of The Americas (BOTA) Land Port of Entry (LPOE) Modernization Project

Price Form

GSA RFP Number: 47PB5126R0003

	Design Phase: Fees for Contract Modifications	
ITEM	**ITEM**	**PERCENTAGE**
1	Contractor's Overhead	%
2	Contractor's Profit	%
3	Contractor's Subcontractor Mark-ups	%

	Construction Phase: Fees for Contract Modifications	
ITEM	**ITEM**	**PERCENTAGE**
1	Contractor's Overhead	%
2	Contractor's Profit Rate	%
3	Bonds (must provide documents at award to support this %)	%
4	Insurance (must provide documents at award to support this %)	%
5	Contractor's Subcontractor Mark-Ups	%

Design Build Contract for: Design Build Contract for the Bridge of the Americas (BOTA) Land Port of Entry (LPOE) Modernization Project, El Paso, Texas

The Solicitation, Phase 2 – Request for Proposals

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I. General Information

I.A. The Solicitation and Contract

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

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

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

(4) In consideration for the preparation of a technical proposal including design concept meeting the minimum requirements described herein, GSA will pay a stipend of $240,000.00 to Offerors not selected for award of the resulting contract. Offerors that submit incomplete or unacceptable proposals are not eligible for a stipend.

I.B. List of Solicitation Documents

The Solicitation Documents are comprised of:

(1) Standard Form (SF) 1442, Solicitation Offer and Award
(2) The Solicitation Phase 2 Document
(3) BOTA LPOE Price Form
(4) Offeror Representations and Certifications Form
(5) The Agreement and Attachments to the Agreement
(6) Wage Determination TX20260245 Building dated 2026 05 18
(7) Wage Determination TX20260293 Highway dated 2026 05 18
(8) The Statement of Work, Specifications, Drawings, and Exhibits
(9) Proprietary Information Agreement – See attached sample

I.C. Authorized Representatives

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

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

I.D. Pre-Proposal Conference and Site Visit

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

Contracting Officer: Marsha Howard, marsha.howard@gsa.gov
Contracting Officer Representative: Daniel Partida, daniel.partida@gsa.gov
Date: July 28, 2026
Time: 9:00 AM to 3:00 PM MDT
Location: Bridge of The Americas Land Port of Entry Quarter Deck Conference Room 3600 E. Paisano Ave El Paso, TX 79905

There will be an Industry Day on July 27, 2026 starting at 1:00 PM to 4:00 PM MDT at the following location:

Contract Opportunities Center
El Paso Community College
Administrative Services Center
Building A, Auditorium
9050 Viscount Blvd.
El Paso, TX 79925

I.E. Estimated Price Range

The estimated design and construction cost range is between $400,000,000.00 and $460,000,000.00.

I.F. FAR 52.228-1 Bid Guarantee (Sep 96)

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

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

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

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

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

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

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

I.G. Receipt of Offers

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

Date: October 15, 2026
Point of Contact (POC) Address: via email to marsha.howard@gsa.gov

Electronic Submission of Proposals: Offers must be received by the email address of the GSA POC listed herein on or before the date and time established for receipt of offers. The date and time of receipt will be established according to the Government computer system's documentation showing the exact official time of receipt by the GSA POC listed herein and not by the time the electronic proposal was sent by the Offeror or

received by the GSA server. It is the Offeror's responsibility to ensure proposals are complete and submitted early enough to be received by the GSA POC before the deadline, and to confirm receipt before the deadline. Proposals or portions of proposals which are received by the GSA POC later than the time noted within will be rejected and will not be considered.

NOTE: The maximum file size is 25 MB. GSA has occasionally experienced delays in delivery of emails from the GSA server to an email account. Therefore contractors / offerors need to plan accordingly.
WARNING: Consistent with GAO case law on the issue of "late-is-late rule" related to electronically submitted proposals, GSA will strictly comply with and enforce FAR 52.215-1(c)(3)(ii)(A). Pursuant to GAO's application of FAR 52.215-1(c)(3)(ii)(A), an electronically submitted proposal that is received late will not be considered unless (1) it is received before award is made, (2) the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition and (3) it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals. FAR 52.215-1 (c)(3)(ii)(A)(1).

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

II. Proposals

II.A. Proposal Contents

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

1. Price Proposal
   - Representations and Certifications
   - Standard Form 24, Bid Bond
   - Subcontracting Plan
   - GSA Form 527 – Contractor's Qualification and Financial Information

2. Phase 2 Technical Proposal
3. Proprietary Information Agreement(s)
4. Other Documents as Required

II.B. Proposal Format

Phase 2 Technical submissions shall be no more than 100 pages at least 11 font size, in an 8-1/2" x 11" format and submitted electronically.

The Government will award a contract resulting from this Solicitation to the responsible Offeror whose offer conforming to the Solicitation will be most advantageous to the Government, Total Evaluated Price and other factors considered. In addition to Total Evaluated Price, the following Phase 2 non-price factors shall be used to evaluate offers:

1. Quality of Design Concept	45%
2. Qualifications, Experience and Past Performance of Key Personnel	25%
3. Management and Technical Approach	25%
4. Small Business	5%
TOTAL	100%

Phase 2 – DESIGN-BUILD FIRMS AND LEAD DESIGNER INTERVIEWS

Initial Oral Presentation: Timing and Scheduling

Within 30 calendar days of the Source Selection Evaluation Board's completion of the Phase 1 shortlist, the Offerors will be notified of advancement to Phase 2. GSA will contact each Offeror to schedule the Initial Oral Presentation. The Offerors are given sufficient time to prepare for the Initial Oral Presentation but that lead time should not exceed eight (8) weeks from the issuance of the Phase 2 RFP. The Offeror is free to choose the people who will attend the Initial Oral Presentation but are limited to a maximum of eight (8) people. The Initial Oral Presentation will be a virtual meeting, tentatively scheduled for Aug 25, 2026 and Aug 26, 2026.

Each firm participating in Phase 2 must assemble a high-quality integrated team whose expertise in multiple disciplines reflects the criteria of the interview notification. Firms must also document how their respective teams fulfill GSA's commitment to the socioeconomic initiatives of the notification—including subcontracting goals for small, women-owned, veteran-owned, and small disadvantaged businesses.

As provided for in accordance with FAR 15.105-1 (GSA Class Deviation RFO-2025-15) each Offeror shall participate in an initial oral presentation to the Government. This will provide the parties with an opportunity for dialogue during the Phase 2 proposal preparation. In regard to the scope and content of the exchanges that will occur between the Government's participants and the Offeror, the primary purpose of the Initial Oral Presentation is to allow the Government to review the preliminary concept with the Offeror for the purpose of facilitating a more complete and accurate submission. The information provided during the Initial Oral Presentation will not be evaluated. This is an opportunity for the offerors to gain better understanding of the requirements and to receive feedback from the Government. There are no maximum or

minimum materials that must be prepared for the Initial Oral Presentation. Offerors are free to develop as much, or as little, material as they desire. Each Offeror will have a maximum of ninety (90) minutes in which to provide the presentation and engage in dialogue with the Government.

Offerors may allot this time in any manner they choose and are free to choose the presenters.

The Offeror may not leave any materials with the Government at the conclusion of the Initial Oral Presentation and none of the materials will be incorporated into the Contract. No oral statements made by the Government can be used to modify, change, or otherwise alter the Phase II RFP and there will be no scoring or evaluation of the "preliminary concept" by the Government.

Technical Submission (incl. Concept Design)

The Evaluation Team will evaluate the technical submission for Phase 2, participate in discussion among themselves and devise a plan that will inform and shape the nature of discussions during the Final Oral Presentations. After the Final Oral Presentations, the Evaluation Team will finalize the evaluation and then participate in a consensus meeting to arrive at a final consensus evaluation of the proposals.

Final Oral Presentations

As permitted in FAR 15.105-1 (GSA Class Deviation RFO-2025-15), each Offeror selected to participate in Phase 2 will have the opportunity to make a Final Oral Presentation. The purpose of this second presentation will be to engage in discussions about the Offeror's proposed Design Concept, as submitted in response to Phase II RFP. Much like the Initial Oral Presentation, the Final Oral Presentation will provide the opportunity for dialogue between the parties. Unlike the Initial Oral Presentation, the Government will consider the information provided during the presentation as an element of the overall evaluation of the Offeror under the “Quality of Design Concept” evaluation factor.

Each Offeror will have a maximum of ninety (90) minutes in which to provide the presentation and engage in dialogue with the Government. Offerors may allot this time in any manner they choose. ALL of the Offeror's key personnel identified in response to Evaluation Factor 2 of Phase 2 RFP MUST attend the Final Oral Presentation in person. The Offeror may also bring additional people to the presentation but are limited to a maximum of eight (8) people. The Government reserves the right to take into consideration the following during the Final Oral Presentation: (a) the preparedness of the key personnel; (b) the ease of interaction between the key personnel; and (c) the extent to which the key personnel are or are not aligned in terms of the overall vision for the project. The Final Oral Presentation will be an in-person meeting, tentatively scheduled for October 20, 2026 and October 21, 2026 in El Paso, Texas.

The Offeror may not leave any materials with the Government at the conclusion of the Final Oral Presentation and none of the materials will be incorporated into the Contract. No oral statements made by the Government can be used to modify, change, or otherwise alter Phase 2 RFP.

II.C. Price Proposal

(1) Contents

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

(2) Qualifications, Exclusions and Conditions

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

(3) Additional Proposal Requirements

Subcontracting Plan:

(A) GSA is committed to supporting the Small Business Program. These commitments extend to Historically Underutilized Business Zones (HUBZone), Small Business (SB), Small Disadvantage Business (SDB), Women-Owned Small Business (WOSB), Veteran-Owner Small Business (VOSB), and Service-Disabled Veteran- Owned Small Business (SDVOSB). Large businesses will be required to submit a subcontracting plan. This subcontracting plan only applies to work performed in the United States and its possessions.

(B) GSA has established a national subcontracting goal of at least 25% of the subcontracted effort to small businesses. Of the total subcontracted effort, GSA has established national subcontracting goals of at least 3% to HUBZone firms, 5% to SDB firms, 5% to WOSB firms and 3% to SDVOSB firms.

(C) FAR 52.219-8, Utilization of Small Business Concerns states in part; “The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance.” If the Offeror does not intend to subcontract, provide a detailed explanation why subcontracting would not result in efficient contract performance.

(D) Solicitation Submittal Requirements: Identify, in terms of dollar value and percentage of total proposed price, the extent of work you will perform as the prime contractor in your proposed Subcontracting Plan. Identify, in terms of dollar

value and percentage of total proposed price, the extent of work you will perform as the prime contractor. State the extent of work, including type and percentages, you plan to subcontract to LB, HUBZone, SB, SDB, WOSB, VOSB, SDVOSB firms, and if applicable, HBCU/MI. Small business Offerors should not submit subcontracting plans.

II.D. Technical Proposal

PHASE 2 EVALUATION CRITERIA

The following criteria represent the factors that will be used by the Evaluation Team in evaluation of offerors.

- To be considered similar in **size**, a project managed must have exceeded $200,000,000.00 in costs, consisting of design and construction, a construction schedule over two years and be completed in the last ten (10) years.
- To be considered similar in **complexity**, a project consisting of major modernization of a LPOE, airport, military complex, campus or facility area (a project on one site that has multiple buildings or facilities on it), must include elements of significant design and construction of a facility, LPOE, and/or site. Construction services include demolition, various construction activities (mechanical, electrical, civil, architectural) and site work.
- Similar in **Type**: A project consisting of major modernization of an LPOE, airport, military complex, campus or facility area (a project on one site that has multiple buildings or facilities on it), including but not limited to canopies, administration buildings, holding cells, administration offices, visitor and employee parking areas, major utility relocations, and road and paving site work. Additional and higher consideration will be given to projects completed as a result of a design-build construction project with modernization on occupied southern border LPOEs, including but not limited to POV primary inspection lanes with booths, secondary POV inspection area with inspection canopies, LPOE administration buildings with passenger processing, holding cells, admin offices, kennels, visitor and employee parking areas, major utility relocations, IT and security infrastructure and road and paving site work.
- Residential housing, warehouse projects or improvements to office renovation limited to reconfiguration of spaces within a high-rise office structure are **not** considered similar in type, regardless of size.
- A Base Contract for Indefinite Delivery Indefinite Quantity (IDIQ) will not be considered as similar in size, complexity and type. Only a task order awarded under the IDIQ that meets the criteria for similar size, complexity and type will be evaluated.
- Each project need not contain every element (size, type and complexity), but the combination of projects should demonstrate the ability to perform these services in a satisfactory manner.

- A project is considered similar when, based on the consensus judgment of the evaluating team members, the project has enough characteristics or similarities in common with the subject project that they could be determined comparable.

Scoring must be based on the RFP using the following criteria and percentage weighting:

QUALITY OF DESIGN CONCEPT (45%) - 50-page limit out of overall 100-page limit

The objective of this factor is to evaluate the extent to which the Design Concept displays a satisfactory probability that the Offeror will be able to achieve the minimum performance requirements set forth in the RFP and the innovation, purpose, and vision indicative of a Design Excellence project. Under this factor, the evaluation team will consider the information provided during the Final Oral Presentation as well as the written submission.

The following list identifies characteristics of design that the Government will use to evaluate the probability that the Offeror's Design Concept will achieve the innovation, purpose, and vision indicative of a Design Excellence project. Offerors may provide an additional narrative, not to exceed five (5) pages, to provide additional information to explain how the Design Concept provides Design Quality.

- Functionality - The extent to which the Offeror's Design Concept focuses on simplicity, spatial flexibility and efficiency, organizational adjacencies, and clear paths of travel.
- Performance - The extent to which the Offeror's Design Concept provides due consideration to areas such as energy, water and material efficiency, ease of maintenance, and clearly stated performance goals.
- Quality - The extent to which the Offeror's Design Concept considers the quality of materials and finishes, ceiling heights, and provides for functional design that supports the project's primary purpose but also provides for secondary or tertiary amenities.
- Architectural Design - The extent to which the Offeror's Design Concept reflects current profession’s best practices such as architectural expression, massing orientation, and materiality.
- Betterments - The Offeror shall include a section entitled “Betterments” in its proposal. For purposes of this evaluation factor, a “Betterment” is defined as any element, component, or system which exceeds the minimum performance requirements set forth in the RFP and/or includes the addition of features or amenities that exceed the minimum Program of Requirements.
    - If Betterments are offered, they should:
        - Meet or exceed the requirements specified in the RFP;
        - Enhance the overall quality and performance of the project;
        - Be clearly identified as Betterments in the proposal;
        - Be identified by document and page reference to the minimum requirements to be exceeded;

- State the higher performance tier that the Betterment will provide;
- Identify any potential conflicts between the Betterment and the minimum requirements; and
- State the anticipated benefit of any such Betterment (e.g. improved functionality).
- Be offered within the design within funding limit and included within the offerors firm-fixed price proposal.

- Any Betterment not specifically identified by the Offeror in this section of its offer will not be evaluated. If the Offeror is not providing any Betterment, the Offeror should indicate “None” in this section of its submission.
- Consideration will be given to the quality, impact, and relative significance of each Betterment, not just the quantity offered.

The standard is met with the Design Concept Evaluation Factor when evidence is provided that displays a satisfactory probability that the Offeror will be able to achieve the: minimum performance requirements set forth in the RFP, and innovation, purpose, and vision indicative of a Design Excellence project

Additional favorable consideration may be given for any of the following (the list is not exclusive):

- The Offeror breaks down each major function into its component principles/objectives. For example, matrices for productivity, security, and other functional objectives.
- Proposals that offer a greater probability of achieving Design Excellence as evidenced by higher Design Quality.
- The quality, impact, and relative significance of the Betterment exceed the minimum performance requirements.

Submittal Requirements for the Design Concept Evaluation Factor:

Design Concept: Offerors shall provide the information and generally follow the format and structure as set forth in the Statement of Work, Section VI Owner’s Project Requirements (OPR).

QUALIFICATIONS, EXPERIENCE AND PAST PERFORMANCE OF KEY PERSONNEL (25%) - 15-page limit out of the overall 100-page limit

This factor considers the qualifications and past performance of the Offeror’s key personnel with design-build construction projects. The Government will evaluate the probability that the Offeror’s key personnel will be able to successfully manage the execution of the project. Aspects of consideration include education, experience, training, and response of references.

Each Offeror must submit evidence of key personnel qualifications as set forth in this evaluation factor. This may be provided in any manner that the Offeror chooses and may include a resume or curriculum vitae. There is a fifteen (15) page limit for this evaluation factor, including reference information. The Offeror may allocate the pages in any manner it chooses. Key Personnel shall include Project Executive, Lead Designer, Project Manager, Construction Superintendent, and Quality Control Coordinator.

Each person submitted under this evaluation factor must have worked on at least one (1) project of similar size, scope, and complexity in the same or similar capacity as that for which they are being proposed on this project. The proposal must include at least one (1) reference from the similar project for each key personnel. In other words, submit 1 similar project and 1 reference from that same project for each key personnel.

The standard is met for the Qualifications, Experience and Past Performance of Key Personnel Evaluation Factor when evidence is provided that displays a satisfactory probability that the Offeror will be able to perform the functions required by the positions proposed. The more relevant experience, relevant education, and relevant training the more qualified the individual will be perceived to be for the position proposed.

Additional favorable consideration may be given for any of the following:

- Key personnel who have worked together on projects of similar size, scope, and complexity.
- Key personnel who have experience on more than one (1) project, with a reference submission for the project, of similar size, scope, and complexity in the same or similar capacity for which they are being proposed on this project.
- Evidence of completion of specialized certifications, classes, or training programs from nationally recognized organizations.

MANAGEMENT AND TECHNICAL APPROACH (25%) - 20-page limit out of the overall 100-page limit

This factor considers the project-specific plan that the Offeror intends to implement to deliver a successful project.

Provide a written narrative of no more than twenty (20) pages (including flowcharts, spreadsheets, diagrams, and any other supporting information) describing the Offeror’s management and technical approach for increasing the

likelihood that the project will be delivered on time, within budget, and promote excellence in design and construction.

- The plan shall identify key consultants for the following disciplines: Mechanical, Structural, Electrical, Civil, and Landscape Architect. For each key consultant, the Offeror shall provide a narrative describing the consultant's experience and qualification with design-build and how they are relevant and beneficial to the project.
- The plan shall include a detailed description for how the Offeror will ensure the safety of its employees, contractors, subcontractors, and other individuals, accessing or otherwise working at the site during the construction phase of the project.
- The plan shall include a project schedule that highlights key assumptions on which the schedule is based and discusses the Offeror's strategy for sequencing the work. The narrative should also discuss any significant contingency issues that could potentially delay overall progress on the project and what actions the Offeror would propose to mitigate the impact on project completion. Provide a proposed project schedule in Gantt chart format for execution of the design-build project from award of the contract to project completion. The proposed schedule should provide sufficient detail to illustrate the proposed flow of design and construction activities for the project with the overall duration clearly shown.
- The plan shall include a narrative describing the Offeror's approach to planning, organizing, and controlling the execution of the design and construction on the project. The plan should identify how the Offeror plans to implement management techniques to ensure the success and quality of the design and construction project.

The standard is met for the Management and Technical Approach Evaluation Factor when evidence is provided that displays a satisfactory probability that the Offeror's project-specific plan will increase the likelihood of being able to deliver a successful project.

Additional favorable consideration may be given for any of the following:

- Show that the key consultants have prior experience working with the Offeror.
- Show other jobs in which the same, or similar, safety measures were taken and that those measures contributed to the safety of the project.
- Show other jobs in which the same, or similar, management techniques were used and how those management techniques contributed to the success and quality of the design and construction project.

SMALL BUSINESS (5%)

All offerors shall provide the following requirements and substantiating documentation to demonstrate how you will meet the below requirements. This required information will be used to evaluate the extent of your proposed participation/commitment to use U.S. small businesses in the performance of this acquisition. Offerors shall use the Small Business Participation Commitment Document (SBPCD)(attachment 1) in proposing the required information. These requirements will be incorporated into any resulting contract(s) as specified below. *All supporting documentation is excluded from the page count.

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

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

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

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

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

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

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

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

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

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

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

II.E. Other Information to Submit with Proposal

(1) Representations and Certifications

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

(2) Qualifications of Offerors

Offerors submitting a proposal in response to this Solicitation shall submit with their proposal evidence of their financial responsibility and capacity to perform the Contract.

Offerors shall submit this information on GSA Form 527 – Contractor's Qualifications and Financial Information. Where applicable, point of contact, including names and telephone numbers, are required for all contracts listed.

(3) Proprietary Information Agreement(s)

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

Turner & Townsend Heery, LLC
3550 Lenox Road NE Suite 2300
Atlanta, Georgia 30326-4333 2100
McKinney Avenue Suite 700 Dallas
Texas 75201
713.542.1833
- Allison Baker, Director North/Central Texas

allison.baker@turntown.com
512-289-5775
- Leslie Evans, Contract Administrator

leslie.evans@turntown.com
602-909-2780

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

II.F. Requirements of Joint Venture Offerors

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

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

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

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

III. General Provisions

III.A. Availability of Funds

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

III.B. Requests for Clarification or Interpretation

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

III.C. Notice to Small Business Firms

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

III.D. Information Concerning the Disclosure of Solicitation Results

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

III.E. Notice Concerning Preparation of Proposals

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

III.F. Bond Requirements

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

III.G. Contractor Performance Information

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

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

(2) *CPARS Registration:* Each award requiring an evaluation must be registered in CPARS. The contractor will receive several automated emails. Within thirty days of award, the contractor will receive an e-mail that contains user account information, as well as the applicable

contract and order number(s) assigned. Contractors will be granted one user account to access all evaluations.

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

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

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

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

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

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

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

III.I. INFORM

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

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

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

B. Detailed Description of the INFORM Process

B.1. Component 1 - Notification of Award

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

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

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

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

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

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

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

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

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

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

B.3. Component 3 - Oral Feedback Meeting

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

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

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

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

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

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

IV. FAR/GSAR Solicitation Provisions

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

(a) Definitions. As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

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

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

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

___ (1) The Offeror certifies that–

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation,

or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available at https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/; or

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

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

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

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

However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless—

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

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

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

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

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

debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

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

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

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

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

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

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

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

(End of provision)

Buy American Requirements

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

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

Caribbean Basin country construction material means a construction material that—

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

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

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

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

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

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

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

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

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

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

Cost of components means—

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

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

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

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

Designated country means any of the following countries:

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

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

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

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

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

Domestic construction material means—

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

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the

same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

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

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

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

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

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

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

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

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

Least developed country construction material means a construction material that-

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

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

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

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

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

WTO GPA country construction material means a construction material that-

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

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

(b) Construction materials.

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

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

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

[Contracting Officer is to list applicable excepted materials or indicate "none"]

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

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

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

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

(2) [Reserved]

(3) [Reserved]

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

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

(2) [Reserved]

(3) [Reserved]

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

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

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

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

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

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

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

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

[Include *other applicable supporting information.*]

(End of clause)

Alternate I. As prescribed in 25.602 (c)(3), add the following definition of "Bahraini, Mexican, or Omani construction material" to paragraph (a) of the basic clause, and

substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

"Bahraini, Mexican, or Omani construction material" means a construction material that-

(1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; or

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

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

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

Alternate II (Oct 2022) (GSA Class Deviation RFO-2025-25). As prescribed in 25.602 (c)(4) substitute the following sentence for the first sentence of paragraph (1)(ii)(A) of the definition of *domestic construction material* in paragraph (a):

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

FAR 52.225-12 Notice of Buy American Requirement-Construction Materials Under Trade Agreements. (May 2014) (GSA Class Deviation RFO-2025-25)

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

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-

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

(ii) May be accepted if revised during negotiations.

(End of provision)

Alternate I (May 2014*)*. As prescribed in 25.602(d)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determination of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American statute shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11.

Buy American Exceptions

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

FAR 52.233-2 Service of Protest (NOV 2025) (GSA Class Deviation RFO-2025-33)

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

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

(End of provision)

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

(a) Definitions. As used in this provision-

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

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

Marginalized populations of Sudan means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

(b) Procedures.

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

(2) FASCSA Orders.

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

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

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

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

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

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

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

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

(f) Iran Representation and Certifications.

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

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

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

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

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

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

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

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

(g) Disclosure.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

(End of provision)

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

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

Federal Acquisition Regulation

(End of Provision)

The following provisions are incorporated by reference:

NUMBER	TITLE	DATE
52.204-7 (GSA Class Deviation RFO-2025-04)	System for Award Management-Registration	NOV 2025
52.214-34	Submission of Offers in the English Language	APR 1991
52.215-16	Facilities Capital Cost of Money	JUN 2003

NUMBER	TITLE	DATE
52.219-4 (GSA Class Deviation RFO-2025-19)	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	NOV 2025

GSAR Clause 552.102 Incorporating Provisions and Clauses

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

GSAR 552.252-5 Authorized Deviations in Provisions (Nov 2021) (DEVIATION FAR 52.252-5) – Not applicable

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

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

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

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

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

Small Business Subcontracting Plan

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

Additional Provisions

GSAR 552.236-74, Evaluation of Options (Mar 2019

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

(End of provision)

GSAR Clause 552.236-77, Government's Right to Exercise Options (Mar 2019)
(a) The Government may exercise any option in writing in accordance with the terms and conditions of the contract within 120 calendar days of contract award.

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

(End of clause)

V. Instructions and Clauses

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) The RFP number;

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

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

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

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

(3)(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the RFP by the time specified in the RFP. If no time is specified in the RFP, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.(ii)(A) Any proposal, modification, or revision received at the Government office designated in the RFP after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

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

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

(3) It is the only proposal received.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly evaluated proposals.

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

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

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

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

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

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

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

(End of clause)

V.C. Security Requirements

The contractor shall comply with all GSA personal identity verification requirements identified at http://www.gsa.gov/hspd12.

The contractor shall also comply with all GSA and tenant agency security requirements in the building where work is being performed.

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

Covered telecommunications equipment or services means—

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

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

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

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

Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

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

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the

extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

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

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

(i) Of that equipment; or

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

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

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

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

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

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

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

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

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

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

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

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

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

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

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

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

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

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

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

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

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

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

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

applications (including payroll, finance, logistics, and personnel management applications); or

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

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

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

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

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

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

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

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

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

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

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees

(section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

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

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

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

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

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

(1) Prohibition. The Contractor is prohibited from—

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

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

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

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

(3) Exemptions, exceptions, and waivers. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or

waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

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

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

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

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

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

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

(2) Office of Foreign Assets Control Restrictions.

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

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

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

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

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

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

(4) Iran prohibitions.

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

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

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

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

(e) Governmentwide exclusion and removal orders.

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

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

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

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

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

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

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

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

(h) General report.

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

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

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

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

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for

design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

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

(i) New FASCSA orders report.

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

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

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

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

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

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

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

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

(End of clause)

Alternate I (NOV 2025).

As prescribed in 40.205(b), substitute the following paragraph (e)(1) for paragraph (e)(1) of the basic clause:

(e) Governmentwide exclusion and removal orders.

(1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (e)(1). [Contracting Officer must select either “yes” or “no” for each of the following types of FASCSA orders:]

Yes □ No x DHS FASCSA Order

Yes □ No x DoD FASCSA Order

Yes □ No x DNI FASCSA Order

V.D. Additional Clauses – Not applicable

VI. Method of Award

VI.A. Evaluation of Offers

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

1. Quality of Design Concept	45%
2. Qualifications, Experience and Past Performance of Key Personnel	25%
3. Management and Technical Approach	25%
4. Small Business	5%
Total	100%

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

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

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

VI.B. Determination of Responsibility

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

VI.C. Price Reasonableness

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

VI.D. Unbalanced Prices

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

VI.E. Total Evaluated Price

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

Total Evaluated Price = Basic Requirement + Each Option

VI.F. RESERVED

VI.G. Evaluation of Joint Venture Offerors

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

Design Build Contract for: Bridge of the Americas (BOTA) Land Port of Entry (LPOE) Modernization Project, El Paso, Texas

The Agreement

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I. Project Information

I.A. Project Summary

This project is for the design and construction of a new port of entry to replace the existing port. The current Land Port of Entry (LPOE) is a full-service port that inspects privately owned and commercial vehicles and pedestrians. It is currently operating from outdated, deteriorating facilities that do not adequately meet the functional needs of the tenant. The new construction project will correct port deficiencies and modernize its facility to accommodate the increasing traffic. The current LPOE will be required to stay in continuous operation during the construction; the contractor will be required to phase the construction. At the start of construction, commercial traffic will be permanently redirected to nearby LPOEs. The project construction components include construction of an administration building to include an expanded pedestrian inspection area; primary and secondary passenger vehicle inspection facilities; outside vehicle parking expansion; seized vehicle processing area; a kennel; outbound inspection for pedestrian and privately owned vehicles and buses, outbound support office building and new paving throughout the LPOE. The project will also include bus inspection facilities for the Federal Motor Carrier Safety Administration (FMCSA), including a canopy and building for FMCSA staff.

This project is subject to Design Excellence Procedures.

The design-build scope of work includes all management, supervision, labor, and equipment. and materials required to provide architectural, engineering, construction, and other related services necessary to design and construct the new facilities as well as demolish the existing facilities including abatement. Related services include, but are not limited to, site planning, utility relocation (as needed), testing and inspection during construction, commissioning, and potential additional analysis of the site.

The project is funded PRIMARILY under the Infrastructure Investment Jobs Act (IIJA). The estimated cost range for design and construction is between $400,000,000.00 and $460,000,000.00. This is a negotiated, best value procurement.

I.B. The Contract

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

(2) The Contractor shall provide and pay for all design, labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution of the work described in and reasonably inferable from the Contract Documents (the Work), whether temporary or permanent. In consideration for,

and upon condition of, the Contractor's completion of the Work, GSA shall pay the Contractor the price or prices established in Section II, subject to the terms and conditions set forth in this Contract.

I.C. Period of Performance

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

(2) *Substantial Completion.* The Contractor shall achieve Substantial Completion of the Work, as that term is defined in this Agreement, no later than 1,632 calendar days from issuance of Notice to Proceed (NTP).

(3) *Contract Completion.* The Contractor shall achieve Contract Completion, as the term is defined in this Agreement, within 90 calendar days of Substantial Completion.

I.D. Work Conditions/Site Requirements

Refer to Division 1 specification for further guidance.

I.E. Authorized Representatives

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

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

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

I.F. Contract Liquidated Damages Rate

In accordance with GSAR 552.211-12, Liquidated Damages – Construction, in Section IV of this Agreement, liquidated damages shall be calculated at the rate of $4,860.79 per calendar day.

I.G. Buy American Exceptions

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

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

The following documents are incorporated by reference into this Contract.

1) Statement of Work (SOW) dated July 1, 2026 (includes Standards & Criteria, GSA Tools and Templates and References)
2) Small Business Subcontracting Plan
3) Wage Determination TX20260245 Building dated 2026 05 18
4) Wage Determination TX20260293 Highway dated 2026 05 18

II. Prices

II.A. Basis of Pricing

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

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

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

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

(5) Bid *Rates*. If this Contract includes Bid Rates to be used in determination of equitable adjustments (e.g., overhead, profit, daily rates for time-related costs), such rates shall be deemed to include all costs recoverable as components of an equitable adjustment consistent with the requirements, definitions, and exclusions applicable to equitable adjustments set forth in this Contract, and consistent with the Contractor's cost accounting practices. Unless otherwise specified, the bid rates shall be deemed to include only the Contractor's costs, and not the costs of any subcontractors.

II.B. Contract Price Form See attached.

III. Terms and Conditions

III.A. Contractor Responsibilities

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

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

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

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

III.B. Project Schedule

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

III.C. Submittals

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

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

III.D. Finality of Contract Modifications

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

III.E. Liquidated Damages

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

III.F. Insurance Requirements

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

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

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

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

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

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

III.G. Order of Precedence

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

(1) Section IV of the Agreement

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

(3) The Statement of Work

(4) The Specifications

(5) The Drawings

(6) Exhibits and Other Attachments

III.H. Administrative Matters

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

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

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

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

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

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

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

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

(iv) Additional documentation:

- Schedule of Values. The Contractor shall prepare and submit for approval a detailed cost breakdown of the Contract price, to be referred to as the Schedule of Values, assigning values to each component of the Work. Values must include all direct and indirect costs, although a separate value for bond costs may be established. The Schedule of Values must contain sufficient detail to enable the Contracting Officer to evaluate applications for payment. If this Contract requires that the Project Schedule be cost loaded, the Schedule of Values will be derived from the Project Schedule.
- The contractor shall provide an itemized invoice detailing the amounts requested under each CLIN set forth in the Contract Price Form. Itemized invoices shall reflect progress on each CLIN and should reflect the latest Schedule of Values.
- Draft Invoices: The contractor shall submit a draft invoice for review and approval prior to submitting an invoice to the GSA Financial system.

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

(a) Progress Payments: 14 days

(b) Subsequent Subcontractor Payments: 7 days

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

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

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

(b) To obtain an EOD determination, Contractor shall submit for all such personnel fingerprints on Form SF87 and a completed Contractor Information

Worksheet (CIW). Detailed information is available at Detailed information is available at GSA Access Card. USAccess Credentialing Centers can be located at US Access Centers.

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

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

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

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

1. Authorized recipients.

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

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

2. Dissemination of CUI building information:

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

b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.

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

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

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

including those maintained by any subcontractors and suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

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

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

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

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

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

[End of clause]

III.I. Non-Compliance with Contract Requirements

In the event the Contractor, after receiving written notice from the Contracting Officer of non-compliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Contracting Officer shall have the right to order the Contractor to stop any or all work under the Contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period

of time. The Contractor will not be entitled to any extension of Contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

III.J. Requirements for GSA Information Systems

(a) This project will have a Building Automation System (BAS) for HVAC, smart meters and lights.

(b) CIO Coordination. The contracting officer or designated representative will coordinate such efforts with the contractor and GSA IT.

(c) All other CIO requirements are within the Statement of Work.

(d) The following policies are hereby incorporated into the contract:

(1) CIO 09-48, IT Security Procedural Guide: Security and Privacy IT Acquisition Requirements; and

(2) CIO 12-2018, IT Policy Requirements Guide.

III.K. Options and Allowances

- The Government reserves the right to award any, all or any combination of options.
- See Scope of Work and Price Form for Allowance information.

III.L. Additional Terms and Conditions

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

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

(End of provision)

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

(a) The Government may exercise any option in writing in accordance with the terms and conditions of the contract within 120 calendar days of contract award.

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

(End of clause)

IV. Contract Clauses

IV.A. Clauses Incorporated in Full Text

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

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

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

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

(b) *Requirement*. The Contractor shall—

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

(2) Submit this report no later than—

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

(ii) At the end of contract performance.

(End of clause)

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

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

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

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and

by-products generated from, and commonly reused within, an original manufacturing process.

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

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

(2) Submit this estimate to the Contracting Officer.

(End of Clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

Covered telecommunications equipment or services means—

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

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

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

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

Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Of that equipment; or

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

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer,

software, firmware and similar procedures, services (including support services), and related resources; but

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

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

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

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

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

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

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

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

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

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

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

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

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

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

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

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Prohibition. The Contractor is prohibited from—

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

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

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

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

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

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

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

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

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

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

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

(2) Office of Foreign Assets Control Restrictions.

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

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

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

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

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

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

(4) Iran prohibitions.

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

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

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

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

(e) Governmentwide exclusion and removal orders.

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

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

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

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

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

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

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

(g) Removal of prohibited products and services. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement

instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) General report.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

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

(i) New FASCSA orders report.

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

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

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

Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

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

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

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

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

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

(End of clause)

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

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

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

(End of clause)

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

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

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

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

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

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

(End of Clause)

6. Buy American Requirements

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

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

Caribbean Basin country construction material means a construction material that—

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

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

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

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

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

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

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

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

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

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or

supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means—

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

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

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

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

Designated country means any of the following countries:

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

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

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia,

Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

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

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

Domestic construction material means—

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

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

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

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

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

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

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

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

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

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

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

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

Least developed country construction material means a construction material that-

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

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

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

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

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

WTO GPA country construction material means a construction material that-

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

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

(b) Construction materials.

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

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

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

[Contracting Officer is to list applicable excepted materials or indicate "none"]

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

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

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

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

(2) [Reserved]

(3) [Reserved]

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

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

(2) [Reserved]

(3) [Reserved]

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

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

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

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

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

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

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

Foreign construction material.	_____	_____	_____
Domestic construction material.	_____	_____	_____

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

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

[Include *other applicable supporting information.*]

(End of clause)

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

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

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

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

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

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic

construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

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

(d) Alternate offers.

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

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

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested-

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

(ii) May be accepted if revised during negotiations.

(End of provision)

Alternate I (May 2014*)*. As prescribed in 25.602(d)(2), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) *Requests for determination of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American statute shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11.

Alternate II (Nov 2023). As prescribed in 25.602(d)(3), add the definition of "Bahraini, Mexican, or Omani construction material" to paragraph (a) and substitute the following paragraph (d) for paragraph (d) of the basic provision:

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

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

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material other than Bahraini, Mexican, or Omani 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.

7. FAR 52.228-11, Pledges of Assets (FEB 2021)

(a) The Contractor shall obtain from each person acting as an individual surety on a performance bond or a payment bond—

(1) A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203-1; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) The Contracting Officer may release a portion of the security interest on the individual surety's assets based upon substantial performance of the Contractor's obligations under its performance bond. The security interest in support of a performance bond shall be maintained—

(1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 (40 U.S.C. 3131). Until completion of any warranty period, or for 1 year following final payment, whichever is later.

(2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.

(3) Other contracts not subject to the requirements of paragraph (b)(1) of this clause. Until completion of any warranty period, or for 90 days following final payment, whichever is later.

(c) A surety's assets pledged in support of a payment bond may be released to a subcontractor or supplier upon Government receipt of a Federal district court judgment, or a sworn statement by the subcontractor or supplier that the claim is correct along with a notarized authorization of the release by the surety stating that it approves of such release. The security interest on the individual surety's assets in support of a payment bond shall be maintained—

(1) Contracts for the construction, alteration, or repair of any public building or public work of the Federal Government exceeding $150,000 which require performance and payment bonds (40 U.S.C. 3131). For 1 year following final payment, or until resolution of all pending claims filed against the payment bond during the 1-year period following final payment, whichever is later.

(2) Contracts subject to alternative payment protection (see FAR 28.102-1(b)(1)). For the full contract performance period plus 1 year.

(3) Other contracts not subject to the requirements of paragraph (c)(1) of this clause. For 90 days following final payment.

(d) The Contracting Officer may allow the Contractor to substitute an individual surety, for a performance or payment bond, after contract award. The Contractor shall comply with the requirements of paragraph (a) of this clause within the timeframe established by the Contracting Officer.

8. FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)

(a) (1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

9. Project Labor Agreement (PLA) – Not applicable

10. RESERVED

11. RESERVED

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

(End of clause)

13. Additional Clauses

FAR 52.222-30 CONSTRUCTION WAGE RATE REQUIREMENTS-PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (AUG 2018)

(a) The wage determination issued under the Construction Wage Rate Requirements statute by the Administrator, Wage and Hour Division, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b) The Contracting Officer will make no adjustment in contract price, other than provided for elsewhere in this contract, to cover any increases or decreases in wages and benefits as a result of-
(1) Incorporation of the Department of Labor’s wage determination applicable at the exercise of the option to extend the term of the contract;
(2) Incorporation of a wage determination otherwise applied to the contract by operation of law; or
(3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Construction Wage Rate Requirements statute.

(End of clause)

IV.B. Clauses Incorporated by Reference

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

Federal Acquisition Regulation

(End of Clause)

(2) The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

NUMBER	TITLE	DATE
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct (Applies if the value of the contract is expected to exceed $6 Million and Performance Period is Greater than 120 Days)	NOV 2021
52.203-14	Display of Hotline Poster(s) (Applies if Contract is Greater than $6 Million)	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	NOV 2023
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10 (GSA Class Deviation RFO-2025-04)	Reporting Executive Compensation and First-Tier Subcontract Awards	NOV 2025
52.204-13 (GSA Class Deviation RFO-2025-04)	System for Award Management Maintenance	NOV 2025
52.204-14 (GSA Class Deviation RFO-2025-04)	Service Contract Reporting Requirements (Applies to contracts estimated total value of $500,000 or greater)	NOV 2025

NUMBER	TITLE	DATE
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.209-6 (GSA Class Deviation RFO-2025-09)	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment or Voluntarily Excluded.	NOV 2025
52.209-9 (GSA Class Deviation RFO-2025-09)	Updates of Publicly Available Information Regarding Responsibility Matters	NOV 2025
52.209-10 (GSA Class Deviation RFO-2025-09)	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2025
52.211-12	Liquidated Damages—Construction (If Applicable)	SEP 2000
52.211-13	Time Extensions	SEP 2000
52.215-2 (GSA Class Deviation RFO-2025-15)	Audit and Records-Negotiation	NOV 2025
52.215-10	Price Reduction for Defective Cost or Pricing Data	AUG 2011
52.215-11 (GSA Class Deviation RFO-2025-15)	Price Reduction for Defective Cost or Pricing Data—Modifications	NOV 2025
52.215-12 (GSA Class Deviation RFO-2025-15)	Subcontractor Cost or Pricing Data	NOV 2025
52.215-13 (GSA Class Deviation RFO-2025-15)	Subcontractor Cost or Pricing Data—Modifications	NOV 2025
52.215-15 (GSA Class Deviation RFO-2025-15)	Pension Adjustments and Asset Reversions	NOV 2025
52.215-17 (GSA Class Deviation RFO-2025-15)	Waiver of Facilities Capital Cost of Money	NOV 2025
52.215-18 (GSA Class Deviation RFO-2025-15)	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	NOV 2025
52.219-8 (GSA Class Deviation RFO-2025-19)	Utilization of Small Business Concerns	NOV 2025
52.219-9 (GSA Class Deviation RFO-2025-19)	Small Business Subcontracting Plan	NOV 2025
52.219-16 (GSA Class Deviation RFO-2025-19)	Liquidated Damages – Subcontracting Plan	NOV 2025
52.219-28 (GSA Class Deviation RFO-2025-19)	Post-Award Small Business Program Representation	NOV 2025
52.222-3 (GSA Class Deviation RFO-2025-22)	Convict Labor	NOV 2025

NUMBER	TITLE	DATE
52.222-4 (GSA Class Deviation RFO-2025-22)	Contract Work Hours and Safety Standards—Overtime Compensation	NOV 2025
52.222-6 (GSA Class Deviation RFO-2025-22)	Construction Wage Rate Requirements	NOV 2025
52.222-7 (GSA Class Deviation RFO-2025-22)	Withholding of Funds	NOV 2025
52.222-8 (GSA Class Deviation RFO-2025-22)	Payrolls and Basic Records	NOV 2025
52.222-9 (GSA Class Deviation RFO-2025-22)	Apprentices and Trainees	NOV 2025
52.222-10 (GSA Class Deviation RFO-2025-22)	Compliance with Copeland Act Requirements	NOV 2025
52.222-11	Subcontracts (Labor Standards)	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 (GSA Class Deviation RFO-2025-22)	Disputes Concerning Labor Standards	NOV 2025
52.222-15 (GSA Class Deviation RFO-2025-22)	Certification of Eligibility	NOV 2025
52.222-35 (GSA Class Deviation RFO-2025-22)	Equal Opportunity for Veterans	NOV 2025
52.222-36 (GSA Class Deviation RFO-2025-22)	Equal Opportunity for Workers with Disabilities	NOV 2025
52.222-37 (GSA Class Deviation RFO-2025-22)	Employment Reports on Veterans	NOV 2025
52.222-40 (GSA Class Deviation RFO-2025-22)	Notification of Employee Rights Under the National Labor Relations Act	NOV 2025
52.222-50 (GSA Class Deviation RFO-2025-22)	Combating Trafficking in Persons	NOV 2025
52.222-54 (GSA Class Deviation RFO-2025-22)	Employment Eligibility Verification	NOV 2025
52.222-55 (GSA Class Deviation RFO-2025-22)	Minimum Wages for Contractor Workers Under Executive Order 14026	NOV 2025
52.222-62 (GSA Class Deviation RFO-2025-22)	Paid Sick Leave Under Executive Order 13706	NOV 2025

NUMBER	TITLE	DATE
52.223-3 (GSA Class Deviation RFO-2025-23)	Hazardous Material Identification and Material Safety Data Alternate I	OCT 2025 OCT 2025
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2024
52.223-23 (GSA Class Deviation RFO-2025-23)	Sustainable Products and Services	OCT 2025
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.226-7	Drug-Free Workplace	MAY 2001
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	DEC 2007
52.227-4	Patent Indemnity—Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance—Work on a Government Installation	JAN 1997
52.228-12	Prospective Subcontractor Requests for Bonds	DEC 2022
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds—Construction	JUN 2020
52.229-3 (GSA Class Deviation RFO-2025-29)	Federal, State, and Local Taxes	NOV 2025
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-23	Assignment of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	OCT 2018
52.233-1	Disputes	NOV 2025

NUMBER	TITLE	DATE
(GSA Class Deviation RFO-2025-33)	Alternate I	NOV 2025
52.233-3 (GSA Class Deviation RFO-2025-33)	Protest after Award	NOV 2025
52.233-4 (GSA Class Deviation RFO-2025-33)	Applicable Law for Breach of Contract Claim	NOV 2025
52.236-2 (GSA Class Deviation RFO-2025-36)	Differing Site Conditions	NOV 2025
52.236-3 (GSA Class Deviation RFO-2025-36)	Site Investigation and Conditions Affecting the Work	NOV 2025
52.236-5 (GSA Class Deviation RFO-2025-36)	Material and Workmanship	NOV 2025
52.236-6 (GSA Class Deviation RFO-2025-36)	Superintendence by the Contractor	NOV 2025
52.236-7 (GSA Class Deviation RFO-2025-36)	Permits and Responsibilities	NOV 2025
52.236-8 (GSA Class Deviation RFO-2025-36)	Other Contracts	NOV 2025
52.236-9 (GSA Class Deviation RFO-2025-36)	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	NOV 2025
52.236-10 (GSA Class Deviation RFO-2025-36)	Operations and Storage Areas	NOV 2025
52.236-11 (GSA Class Deviation RFO-2025-36)	Use and Possession Prior to Completion	NOV 2025
52.236-12 (GSA Class Deviation RFO-2025-36)	Cleaning Up	NOV 2025
52.236-13 (GSA Class Deviation RFO-2025-36)	Accident Prevention Alternate I	NOV 2025
52.236-14 (GSA Class Deviation RFO-2025-36)	Availability and Use of Utility Services	NOV 2025
52.236-17 (GSA Class Deviation RFO-2025-36)	Layout of Work	NOV 2025
52.236-21 (GSA Class Deviation RFO-2025-36)	Specifications and Drawings for Construction	NOV 2025
52.242-1	Notice of Intent to Disallow costs	APR 1984
52.242-3 (GSA Class Deviation RFO-2025-42)	Penalties for Unallowable Costs	NOV 2025

NUMBER	TITLE	DATE
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4 (GSA Class Deviation RFO-2025-43)	Changes	JUN 2025
52.244-6 (GSA Class Deviation RFO-2025-44)	Subcontracts for Commercial Products and Commercial Services	APR 2026
52.245-1	Government Property Alternate 1	SEP 2021
52.245-9	Use and Charges	APR 2012
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering—Construction	OCT 2020
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
	Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1 (GSA Class Deviation RFO-2025-53)	Computer Generated Forms	NOV 2025

(3) GSA Acquisition Regulation (GSAR) clauses:

NUMBER	TITLE	DATE
552.203-71	Restriction on Advertising	SEP 1999
552.211-72	References to Specifications in Drawings	FEB 1996
552.211-10	Commencement, Prosecution, and Completion of Work	MAR 2019
552.211-12	Liquidated Damages-Construction	MAR 2019
552.211-13	Time Extensions	MAR 2019
552.211-70	Substantial Completion	MAR 2019
552.215-70	Examination of Records by GSA (Applicable if over $100,000)	JUL 2016
552.227-70	Government Rights (Unlimited)(MAY 1989) (DEVIATION FAR 52.227-17)	MAY 1989

552.228-5	Government As Additional Insured	JAN 2016
552.232-5	Payments Under Fixed-Price Construction Contracts	MAR 2019
552.232-39	Unenforceability of Unauthorized Obligations. (FEB 2018) (DEVIATION FAR 52.232-39)	FEB 2018
552.236-6	Superintendence by the Contractor	MAR 2019
552.236-11	Use and Possession Prior to Completion	MAR 2019
552.236-15	Schedules for Construction Contracts	MAR 2019
	Alternate II	MAR 2019
552.236-21	Specifications and Drawings for Construction Alternate I	MAR 2019 MAR 2019
552.236-70	Authorities and Limitations	MAR 2019
552.236-71	Contractor Responsibilities Alternate I	MAR 2019 MAR 2019
552.236-72	Submittals Alternate I	MAR 2019 MAR 2019
552.236-73	Subcontracts	APR 1984
552.229-70	Federal, State, and Local Taxes	APR 1984
552.243-71	Equitable Adjustments	MAR 2019
552.246-72	Final Inspections and Tests	SEP 1999

IV.C. Subcontract Requirements

The Contractor is advised that many FAR, GSAR and other Agreement clauses are required to be flowed down to subcontracts. Clauses containing flow down requirements include, but may not be limited to, those listed below. The Contractor is responsible for ensuring that all necessary flow-down clauses are included in all subcontracts.

(1) FAR Clauses:

NUMBER	TITLE	DATE
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020

NUMBER	TITLE	DATE
52.203-13	Contractor Code of Business Ethics and Conduct (Applies if the value of the Subcontract is expected to exceed $6 Million and Performance Period is Greater than 120 Days)	NOV 2021
52.203-14	Display of Hotline Poster(s) (Applies if Subcontract is Greater than $6 Million on the date of award)	NOV 2021
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10 (GSA Class Deviation RFO-2025-04)	Reporting Executive Compensation and First-Tier Subcontract Awards	NOV 2025
52.204-14 (GSA Class Deviation RFO-2025-04)	Service Contract Reporting Requirements (Applies to contracts estimated total value of $500,000 or greater)	NOV 2025
52.215-2 (GSA Class Deviation RFO-2025-15)	Audit and Records-Negotiation	NOV 2025
52.215-12 (GSA Class Deviation RFO-2025-15)	Subcontractor Cost or Pricing Data	NOV 2025
52.215-13 (GSA Class Deviation RFO-2025-15)	Subcontractor Cost or Pricing Data—Modifications	NOV 2025
52.215-15 (GSA Class Deviation RFO-2025-15)	Pension Adjustments and Asset Reversions	NOV 2025
52.215-18 (GSA Class Deviation RFO-2025-15)	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	NOV 2025
52.222-4 (GSA Class Deviation RFO-2025-22)	Contract Work Hours and Safety Standards—Overtime Compensation	NOV 2025
52.222-6 (GSA Class Deviation RFO-2025-22)	Construction Wage Rate Requirements	NOV 2025
52.222-7 (GSA Class Deviation RFO-2025-22)	Withholding of Funds	NOV 2025
52.222-8 (GSA Class Deviation RFO-2025-22)	Payrolls and Basic Records	NOV 2025
52.222-9 (GSA Class Deviation RFO-2025-22)	Apprentices and Trainees	NOV 2025
52.222-10 (GSA Class Deviation RFO-2025-22)	Compliance with Copeland Act Requirements	NOV 2025

NUMBER	TITLE	DATE
52.222-11 (GSA Class Deviation RFO-2025-22)	Subcontracts (Labor Standards)	NOV 2025
52.222-12	Contract Termination—Debarment	MAY 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14 (GSA Class Deviation RFO-2025-22)	Disputes Concerning Labor Standards	NOV 2025
52.222-15	Certification of Eligibility	MAY 2014
52.222-35 (GSA Class Deviation RFO-2025-22)	Equal Opportunity for Veterans	NOV 2025
52.222-36 (GSA Class Deviation RFO-2025-22)	Equal Opportunity for Workers with Disabilities	NOV 2025
52.222-37 (GSA Class Deviation RFO-2025-22)	Employment Reports on Veterans	NOV 2025
52.222-40 (GSA Class Deviation RFO-2025-22)	Notification of Employee Rights Under the National Labor Relations Act	NOV 2025
52.222-50 (GSA Class Deviation RFO-2025-22)	Combating Trafficking in Persons	NOV 2025
52.222-54 (GSA Class Deviation RFO-2025-22)	Employment Eligibility Verification	NOV 2025
52.222-55 (GSA Class Deviation RFO-2025-22)	Minimum Wages for Contractor Workers Under Executive Order 14026	NOV 2025
52.222-62 (GSA Class Deviation RFO-2025-22)	Paid Sick Leave Under Executive Order 13706	NOV 2025
52.226-7	Drug-Free Workplace	MAY 2024
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.227-1	Authorization and Consent	JUN 2020
52.228-5	Insurance—Work on a Government Installation	JAN 1997
52.236-13 (GSA Class Deviation RFO-2025-36)	Accident Prevention Alternate I	NOV 2025

(2) GSA Acquisition Regulation (GSAR) Clauses:

NUMBER	TITLE	DATE
552.215-70	Examination of Records by GSA	JUL 2016

(3) Agreement Clauses:

In Section III of this contract, Controlled Unclassified Information (CUI) *Building Information.*

STATEMENT OF WORK, SPECIFICATIONS, DRAWINGS, EXHIBITS, AND OTHER (FY25 DRAFT v1)

Bridge of the Americas (BOTA) Land Port of Entry Modernization Project

PROSPECTUS PROJECT

DESIGN BUILD TEAM | DESIGN BUILD (DB) PROJECT DELIVERY

U.S. GENERAL SERVICES ADMINISTRATION (GSA) PUBLIC BUILDINGS SERVICE (PBS)

PROJECT IDENTIFICATION:	
PROJECT NAME	Bridge of the Americas (BOTA) Land Port of Entry Modernization Project
SOLICITATION NUMBER	47PB5126R0003
KAHUA/PCN/ASID NUMBERS	NTX00017
DIVISION	Office of Program & Project Management Capital Southwest Division
BUILDING NAME & NUMBER	Bridge of the Americas Land Port of Entry #TX0951EL
BUILDING ADDRESS	3600 E. Paisano Drive, El Paso, Texas 79905
CONTRACTING OFFICER	Marsha Howard
PROJECT MANAGER	Daniel Partida and Adena Alarcon
LAST REVISION	July 1, 2026

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I. SUMMARY

The Statement of Work (SOW) specifies the processes and methods the Design Builder (DB) shall employ when executing the planned work. The SOW is designed to describe not only what is to be done but also describe the goals to be achieved in the completed design and construction.

The purpose of this document is to provide an overview of the Project and DB Contractor requirements as a part of the Design-Build (DB-101) Agreement. This Statement of Work is one part of Section I.H of the Agreement that includes Specifications, Drawings, Exhibits, and Other Attachments. For conflicts or ambiguities within or among the contract documents the DB Contractor must refer to the DB-101 Agreement.

END OF SECTION

II. THE PROJECT

The U.S. General Services Administration (GSA) is pursuing significant reinvestment in modernization and expansion of the Bridge of the Americas (BOTA) Land Port of Entry (LPOE) in El Paso, Texas via funding provided through the Infrastructure Investment and Jobs Act (IIJA).

A. PROJECT DESCRIPTION

1. GENERAL INFORMATION

The U.S. General Services Administration (GSA) intends to award a Firm-Fixed-Price (FFP) DB Contract for the El Paso Bridge of the Americas Modernization Project pursuant to the Federal Acquisition Regulation (FAR) Two-Phase Design-Build Selection Procedures and incorporating Art in Architecture Program, Design - Construction - Operational Excellence policies and procedures, and other requirements as described within this Statement of Work.

The BOTA LPOE is one of four crossings in El Paso. The port processes toll- free inbound and outbound commercial, non-commercial or privately-owned vehicles (POV), and pedestrian traffic. As a result, the volume of traffic is heavy with many travelers and the current facility sees approximately an average of 10,000 commercial vehicles, 300 buses, an average of 300,000 passenger vehicles (POVs), and an average of 90,000 pedestrians through the port each month.

The limitation on expansion coupled with end-of-life, non-compliant existing infrastructure and facilities present a significant challenge to the Port's modernization and expansion. The El Paso Bridge of the Americas Land Port of Entry (herein referred to as Bridge of the Americas LPOE or BOTA) is the facility that provides controlled entry into or departure from the United States for commercial, bus, non- commercial persons traveling by foot (pedestrians) or by Privately Owned Vehicle (POV).

The typical anticipated life of a facility of this nature is 50 years. As such, this port has reached its full potential. Due to age and use of the facility continued repair and maintenance has become costly. As part of the Infrastructure Investment and Jobs Act (IIJA), the El Paso Bridge of the Americas LPOE received funding for its modernization based on a final Feasibility Study completed in November 2018.

The Bridge of the Americas LPOE modernization will completely replace all of the buildings on the site with updated state-of-the-art facilities. The project will consist of design and construction of a new administration building to include an expanded pedestrian inspection area, non-commercial vehicle inspection space consisting of thirty-five (35) lane primary inspection booths with canopy, regular and hardened secondary inspection with violator enforcement areas, outbound inspection space for pedestrian and privately owned vehicles and buses, canine enforcement & kennel space, trusted traveler building, narcotics vault, and underground parking. The project will also include a bus inspection facility for the Federal Motor Carrier Safety Administration (FMCSA), including a canopy and building for FMCSA staff and a Texas Alcoholic Beverage Commission booths. Additional ancillary spaces on and around the site will also be required as included in the program documents.

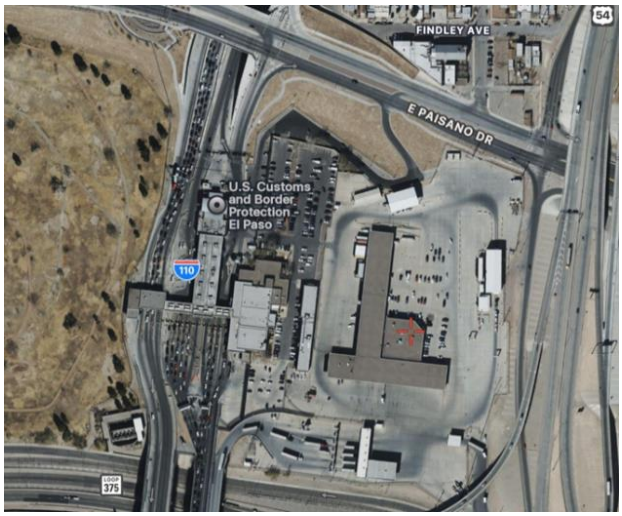
The design-build scope of work includes all management, supervision, labor, equipment and materials required to provide architectural, engineering, construction, and other related services necessary to design and construct the new facilities as well as demolish the existing facilities. Related services include, but are not

limited to, site planning, utility relocation (as needed), testing and inspection during construction, commissioning, and potential additional analysis of the site.

The project shall provide for High-Performance facility as defined by the Energy Policy Act of 2005 (Public Law 109-058) and Energy Independence and Security Act (EISA) of 2007 as a: "buildings that integrate and optimize all major high-performance building attributes, including energy conservation, environment, safety, security, durability, accessibility, cost- benefit, productivity, sustainability, functionality, and operational considerations."

2. PROJECT LOCATION

The Bridge of the Americas (BOTA) Land Port of Entry (LPOE) is located at 3600 E. Paisano Drive (Hwy 62), El Paso, Texas on the international border between the United States and Mexico. Built in 1967, it connects El Paso, Texas and Ciudad Juárez, Chihuahua, México. Known as Puente Internacional de Córdova-Las Américas in Ciudad Juárez, it is the only toll-free bridge in the area and experiences increasingly extensive traffic and congestion. The two bridges spanning the Rio Grande River and Loop 375 are collectively known as the Bridge of the Americas (BOTA), connecting the border cities of Ciudad Juárez in Mexico and El Paso, Texas, USA. The bridges were constructed from 1996 to 1998 and are owned by the International Boundary and Water Commission.



The BOTA LPOE is in a populated urban area of El Paso, TX. The 28 acre site is land-locked on all four sides The site is bordered to the north by E. Paisano Drive/U.S. Highway 62 East, a busy two-way street; U.S. Highway 54/Patriot Highway borders to the east, Delta Drive/Loop 375 borders to the south, and Highway 110 on the northwest side of the Port which is a connector to Interstate Highway 10 and is the primary entry and exit from the Port. Chamizal National Memorial borders the site to the west. Adjacent properties include farmland to the north of the LPOE, residential properties to the west and southwest; and a wooded area south of the port.

The Chamizal National Memorial commemorates the settlement of a 100 -year boundary dispute between Mexico and the United States caused by the shifting course of the Rio Grande River and resolved by the Chamizal Convention (Treaty) of 1963. Key players in this convention were Mexican President Adolfo López Mateos and American Presidents John Fitzgerald Kennedy and Lyndon Baines Johnson. Johnson and Mateos met in 1964 to officially approve the treaty and resolve the dispute after 100 years. The park is currently managed by the National Park Service.

3. BUILDING BACKGROUNDS AND PREVIOUS STUDIES AND PROJECTS

a. The Port consists of several buildings including the following:

1) Main Administration Building including Administration, Staff Support, and Pedestrian and Bus Processing Areas

2) Non-Commercial Primary Inspection, Secondary Inspection, Headhouse, and Sallyport

3) Federal Motor Carrier Safety Administration (FMCSA)

4) Outbound Privately-Owned Vehicles (POV) and Pedestrian Inspection

5) Texas Alcoholic Beverage Commission duty booths with restrooms.

6) Employee and Visitor Parking Lots

b. Previous Studies

1) Feasibility Study – 2018

2) Enhanced Feasibility Study, Submission #6 – November 15, 2023

3) Environmental Impact Statement – December 2024

4. SITE CONDITIONS & SITE ACQUISITION

Land acquisition needs are minimal and limited to those areas at the existing site perimeter in TxDOT right-of-way. Reference the Enhanced Feasibility Study, Submission #6 dated November 15, 2023 for additional information.

5. TENANT AGENCIES

The Tenant agencies include Customs and Border Protection (CBP), Texas Alcoholic Beverages Commission (TABC), United States Department of Agriculture (USDA), Food and Drug Administration (FDA), Federal Motor Carrier Safety Administration (FMCSA), and U.S. Fish and Wildlife.

6. ADDITIONAL STAKEHOLDERS

Additional stakeholders include United States Department of State, International Boundary and Water Commission (IBWC), Texas Department of Public Safety (DPS), Texas Department of Transportation (TXDOT), El Paso County, City of El Paso, El Paso Metropolitan Planning Organization, Mexico.

7. CONTINUOUS OPERATIONS AND PHASING

The work shall be conducted in phases to facilitate the ongoing operation of the LPOE. The Commercial Operations will be shut down completely so that work can begin on the east side of the project where present day commercial operations are ongoing. Exact perimeters to be coordinated with GSA and CMa. The remainder of the phasing shall be developed by the Design Build (DB) Contractor to allow the POV and Pedestrian operations to continue uninterrupted at the LPOE. The DB Contractor shall ensure the existing communication tower remains in place and fully protected during all construction activities. The DB Contractor shall also coordinate and implement any necessary re-routing to maintain continuous system connectivity. All project scope shall be taken into consideration while developing the project phasing including but not limited to security, safety, site logistics, utility coordination, foundation work, move & activation, and occupancy.

8. SUPPLEMENTAL PROJECT INFORMATION

This project requires specialized technical specifications, material and equipment procurement, installation; reporting, and measurement. Successful project delivery will depend on active DB Contractor collaboration with the CMa / CxP, GSA and other subject matter experts.

9. PROJECT WORK ITEMS

General Description

The new facilities will replace the existing facilities and focus specifically on non-commercial vehicle traffic and pedestrian foot traffic. Commercial operations will be moved permanently during construction. The existing Administration Building, Primary and Secondary Inspection Facilities, Headhouse, Kennels and Outbound buildings will all be demolished, reconfigured, and rebuilt on the site. The project construction components include construction of a new administration building to include an expanded inbound pedestrian inspection area; primary and secondary passenger vehicle inspection facilities; outside vehicle processing area; a kennel; outbound inspection for pedestrian and privately owned vehicles and buses, outbound support office building, narcotics vault, and new paving throughout the LPOE.

Multiple sources of environmental information are provided in subsequent appendices. The El Paso Bridge of the Americas Modernization Project includes asbestos surveys for the interior of the existing buildings onsite, as well as a general environmental investigation of the site east of the building, intended for the paving of the new parking lot. To support the new parking lot, the satellite buildings east of the building will be demolished. No constructive testing has been performed in the roofing of the existing facilities, which are suspected of asbestos. This will be the responsibility of the DB Contractor following the award.

10. CONTRACT TYPE

As noted in the Agreement, this contract is for a Firm Fixed Price (FFP) Contract.

11. OPTIONS

In addition to the base scope of work, the options for this project are listed below. “Option” means a unilateral right in the Contract by which, for a specified time, the Government may elect to incorporate into the Contract additional scope, products, materials, equipment, systems, and installation methods that are described below. The amount for an option is the total adjustment from the Base Contract to incorporate the option work into the project. Option work includes miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation, whether or not mentioned as part of the option description. Refer to GSA 01 24 00 OPTIONS.

a. Kennel Building Construction

b. Non-Commercial Inspection 8 Additional Lanes and Canopy

c. Trusted Traveler Building Construction

d. Narcotics Vault Construction

12. ALLOWANCES

B. PROJECT GOALS & OBJECTIVES

1. GOALS

a. Meet U.S. Customs and Border Protection's projected needs for 50 years.

b. Construct all facilities per the CBP Land Port of Entry Design Standard.

c. Improve overall efficiency and flow of privately owned vehicles (POV) and pedestrian inspections.

d. Improve overall security of the Port.

e. Avoid, minimize, or mitigate impacts associated with the occupancy, modification, or development in floodplains.

f. Maintain full operations and current throughputs for all Port agencies throughout construction.

g. Maintain site security throughout construction.

h. Deliver excellent design.

i. Provide a facility compliant with the 2025 PBS Core Building Standards and CBP Design Standards with any amendments.

j. Deliver flexible, efficient, scalable facilities to meet tenant mission requirements.

k. Maintain the property's contextual relationship with the surrounding community.

2. OBJECTIVES

a. Build dynamic partnerships and a cohesive team with all contracted parties and GSA, aligning goals and vision to successfully deliver this project's scope on-time and on-budget. A truly integrated project team designs a project which implements the use of innovative technology and capitalizes on the inherent characteristics (mass, materials, configuration) of this structure to deliver one of the highest performing, energy efficient buildings within the federal inventory.

b. Evaluate site conditions using risk informed analysis and develop a design to manage/mitigate extreme precipitation/flooding events over the service life of the asset compliant with ASCE 24, Flood Resistant Design and Construction.

c. Select systems and materials of high performance, comfortable, aesthetically pleasing, accessible, cost effective to operate and maintain, with durability and extended service life.

d. Design and construct functional and modern work environments that enhance the ability of the agency to perform their mission. Provide a high-performance workplace that enhances all human factors including health, functional efficiency, productivity, space flexibility, air quality, and comfort in thermal, acoustical and visual perspectives utilizing natural daylight.

e. Build structures to achieve maximum energy efficiency and water conservation; improve interior air quality; meet or exceed thermal, acoustic, and visual comfort criteria; and create a flexible design that can be adapted as occupant needs change.

f. Create a highly collaborative relationship between the DB Contactor, CBP, CMa, CxP, and GSA.

g. Deliver a project that is award winning, recognized both locally and nationally for its innovation and commitment to excellence.

h. Provide best value to GSA's customer agencies and the American taxpayer.

i. Develop safe, productive, accessible and attractive workplaces.

j. Deliver the project efficiently and effectively – keeping the project on time and on budget.

k. Ensure that project planning and design is informed by thorough understanding of local planning, land use considerations and community engagement and any local all- hazards planning and that the project advances these goals as much as practicable.

l. Avoid negative offsite impacts as much as possible, particularly those that may disproportionately affect adjacent communities or sensitive stakeholders. Where a project has potential for external impacts (maladaptation or localized harm,) these issues must be elevated for leadership consideration during early design concepts/phases.

m. Select America's best designers and artists to create facilities that ultimately become respected landmarks.

n. Develop a design that is compatible and complementary in massing, size, materials choice and detailing to create a unified harmony between the historic and contemporary structures while still differentiating between them.

o. There are no historic properties on the El Paso LPOE, but there are some within the Built Historic Resources Area of Potential Effects (BHR-APE) and the Buried Cultural Resources - APE (BCR-APE). Avoid, minimize, or mitigate impacts to archeological sites identified prior to or during construction phase. This may include archeological site investigations conducted by GSA's archeological consultant during project staging or archeological monitoring during construction. Seek to avoid or minimize adverse effects to the historic property, through the development of options that meet the Secretary of the Interior's (SOI) Standards for the Treatment for Historic Properties.

p. Design and execute the renovation of the building within the timeframe and budget limits established by the Government, minimizing cost and optimizing life-cycle cost to the facility.

q. Implement an organized approach to stacking, adjacencies, and procession through the building.

r. Provide a facility that is accessible and complies with the Architectural Barriers Act Accessibility Standard (ABAAS).

s. Extend the overall service life of the building to promote efficient space utilization.

t. Design a facility capable of adapting to the observed and expected changes in climatic loading conditions and safeguarding the federal investment over the intended service life.

u. Design a facility with flexible infrastructure capable of adapting to changing technology.

v. Implement all programmatic requirements of the agencies within their suite. Where program requirements impact other objectives, such as energy efficiency, work with the agencies to find a solution which meets their needs but does not compromise on the overall project goals.

w. Incorporate GSA Proving Ground (GPG) and Pilot to Portfolio (P2P) emerging technologies to the greatest possible technically and economically feasible extent.

C. PROJECT DELIVERY APPROACH

This project must utilize the Design Build (DB) delivery method, DB contract procured by competitive negotiation using a two-phase design-build selection procedure (FAR 36.101-2). The DB scope of work includes all labor, materials, systems and equipment required to provide architectural and engineering design, construction, and other related services necessary to design and to construct the El Paso Bridge of the Americas Land Port of Entry Modernization project. Related services include, but are not limited to, building demolition, site planning, geotechnical investigation, historic preservation, environmental mitigations, testing and inspection during construction, and coordination with the CMa - commissioning agent and its representatives.

This project must be accomplished using a collaborative DB delivery method, an enhanced version of Integrated Project delivery. A successful project outcome will depend on the trust and collaboration between the project stakeholders; GSA, CBP, TABC, USDA, FWS, FDA, FMCSA, consultants, DB Contractor, city, and county neighbors. All required work is included in a single design and construction effort. After award of the DB contract, the DB Contractor must continue the development of the approved concept design and prepare construction

documentation following the Core Building Standards design review and submission process and as described herein (GSAM 552.236-72 and the FAR clause 52.236-21). The DB Contractor must serve as the A/E of record and construct the project.

GSA envisions a highly collaborative design-build delivery approach for this project, with the outcome that the DB Contractor must work closely with the GSA and CBP and other tenant representatives to deliver a final project that meets the needs and expectations as defined within the supporting documents.

This Contract is a firm fixed price Design-Build contract that includes a final design concept submission, Design Development design phase, Construction Document design phase, and all construction work. GSA has a separate contract with a Construction Manager as Advisor (CMa) for this project. As part of the CMa's contract, GSA also retained a Commissioning Provider (CxP) to assist with the development of the contract commissioning performance requirements to support the achievement of Total Building Commissioning. The DB Contractor must perform commissioning-related tasks in accordance with the GSA Commissioning Guide, the Core Building Standards, and in coordination with the CxP.

During the development from initial concept to final concept the Design-Build team must work closely with the GSA, occupant agencies and all other involved parties to ensure that all the goals are addressed. All CBP functions at the Port must remain in operation throughout construction and must be transferred seamlessly to the new facilities.

D. DESIGN BUILD (DB) CONTRACTOR TEAM

1. KEY PERSONNEL/STAFFING

   The DB Contractor must provide sufficient staff of project managers, architects, design engineers, field engineers, superintendents, inspection and testing engineers, scheduling specialists, cost engineers, traffic modeling engineer, clerical and accounting personnel, etc. to perform the required work.

   Contractor shall identify a single point of contact (POC) that has overall authority on the contract from the DB Contractor's side.

   The Government anticipates and expects that the DB Contractor will rely on and use the lead designer and other key design personnel listed, if any, in its proposal submitted to the Government as part of the underlying procurement process to perform the work required by the Contract.

2. OTHER PERSONNEL

   In addition to the key team members identified within this document, the DB Contractor must provide administrative, clerical, and technical personnel as necessary to perform the services required under this contract.

3. EXPERTISE

   At a minimum, the DB Contractor's team members should include of the following experts to provide expertise (a single individual may be assigned more than ONE of the responsibilities / expertise listed below as long as there is an avoidance of conflict between production, quality, and safety) as and when needed for efficient and effective operations:

   Within 30 calendar days after the Notice to Proceed (NTP) the DB Contractor must edit the Communication

Plan, and complete the team entries.

a. Project Executive

b. Senior Project Manager(s)

c. Project Manager(s)

d. Assistant Project Manager(s)

e. Pre-Construction Manager

The Pre-con manager ensures that both design and build functions conform to the contract and meet the financial requirements of the team budgets. Responsible for coordinating and integrating the design process.

f. Lead Architectural Designer

g. A/E Project Manager

h. Community Liaison

i. Interior Architect | Interior Designer I Signage & Wayfinding

j. Engineering Designers - All Disciplines including civil - structural, geotechnical, hydrology and hydraulics, mechanical, electrical.

k. Traffic modeling Consultant/Engineer

l. Licensed Fire Protection Engineer

m. Physical Security and Access Control Consultant/Coordinator

n. Building Enclosure Consultant

o. Energy Modeler of Record (Responsible for developing the energy model that archives the energy requirements)

p. Blast Consultant

q. AV Designer/Integrator

r. Security Consultant

s. Lighting Design Consultant

t. Landscape Architect

u. Community Planner

v. Acoustic Consultant

w. Lead Environmental Coordinator

x. Quality Control Superintendent

y. Construction Superintendent

z. Construction Supervisor

aa. Cost Engineer

bb. Construction Scheduler

cc. Safety Officer

dd. Operations & Maintenance (O&M) Project Manager

ee. O&M Quality Control coordinator

ff. Information Technology (IT) Consultant/Coordinator

gg. Document Manager (CDM)

hh. Accessibility Consultant

4. DB CONTRACTOR TEAM SUBSTITUTION

The DB Team may substitute any such personnel only with the advance written approval of the Contracting Officer, whose approval must not be unreasonably withheld. Any such substitution must be at no additional cost to the Government and the replacement must have equal or greater experience, expertise, and qualifications as the substituted personnel. The DB Contractor must provide any information as may be reasonably requested by the Contracting Officer such as a resume or curriculum vitae and, in addition, the individual may be required to meet in-person with the Contracting Officer prior to approval.

5. DB CONTRACTOR'S DOCUMENT MANAGER (CDM)

The CDM must provide a single point of contact to manage documents and coordinate submissions. The DB Contractor must coordinate with GSA's BIM POC within *30 calendar days* after the NTP to confirm the BIM Execution Plan (BEP) and COBie Information Delivery Plan, including naming conventions, format, structure, and training requirements.

The CDM must:

a. Control of all project documentation, including PMIS requirements

b. Control of as-builts and project files

c. Execute real time updating of as-builts with contract modifications, bulletins, RFIs.

d. Provide monthly submissions of as-builts along with the submission of the monthly Applications for Payment identifying all changes to date for Quality Control reviews.

e. Coordination with PBS CAD Standards, GSA National BIM, CDX & COBie Standard other Electronic Data.

f. Coordination with Operations and Maintenance.

E. PROJECT DURATION AND SCHEDULE MILESTONES

A copy of the full project schedule can be found in the OPR, Project Schedule.

Period of Performance: Performance period will be 1632 calendar days from the Notice to Proceed (NTP) date. The Design Build Task Order award and construction substantial completion will occur within this overall performance period.

Early Instruction Package: The Contractor is to coordinate with GSA and CMa to identify fast-tracking opportunities that would reduce the project duration by issuing instruction documents for early site work, utility work, abatement, and demolition work as an early construction phase effort. The Contractor is to coordinate with GSA and CMa to identify project phasing requirements to maintain Government operations at full capacity.

Substantial Completion. The Contractor shall achieve Substantial Completion of the Work, as that term is defined in the base contract, no later than 1632 calendar days from issuance of the NTP.

Contract Completion. The Contractor shall achieve Contract Completion, as the term is defined in the base contract, within 90 calendar days after Substantial Completion. Below is a listing of estimated major Schedule Milestones. NOTE: the milestones provided below are simply an estimate and are subject to change based on the D/B Contractor's project schedule. They are provided as a guide only. All dates identified are estimated and subject to change without notice.

MILESTONE SCHEDULE	
Design Notice to Proceed (NTP)	1
20% Final Design Concept Completion	175 Days
Commissioner's Concept Design Approval	265 Days
35% Design Submission & Partial Construction NTP for Early Work	404 Days
65% Design Submittal Completion	575 Days
95% Design Submittal Completion	699 Days
100% Design Submittal Completion	796 Days
Full Construction NTP	431 Days
Substantial Completion	1632 Days

F. PROJECT STAGES, PHASES, AND WORK SEQUENCE

This Statement of Work is organized to identify the scope of services that are to be performed in a sequential manner however the DB Contractor is encouraged to propose a schedule of design and construction activities that overlap a.k.a. Fast-track delivery strategy of beginning construction before the design is completed. The DB Contractor must coordinate with GSA 01 31 10 CRITICAL PATH METHOD (CPM) SCHEDULING.

1. PRE-AWARD OFFEROR PROPOSAL PREPARATION STAGE

   GSA will schedule a pre-proposal conference site visit and Industry Day in El Paso, TX. This access must occur prior to the contract award and during the phase II proposal preparation phase. For the site visit, Customs and Border Protection will be on hand to meet and escort visitors during the site visit. A CBP Quick Check is required for all Pre-Proposal site visit participants and attendance is limited to a maximum of 15 participants. An announcement will be posted to www.sam.gov for interested subcontractors, suppliers, manufacturers and other interested parties to participate.

2. DB CONTRACT AWARD

3. PROCUREMENT PHASE & OWNER COMMENTS

4. DESIGN STAGE

   a. Post-award Concept Phase

   b. Design Development Phase

   c. Construction Documents Phase

5. CONSTRUCTION STAGE

   The DB Contractor must construct the project in accordance with the requirements of this Statement of Work, other portions of the contract, and the construction documents prepared by the DB Contractor, reviewed, and approved by GSA.

   During construction of the Port, the contractor shall coordinate and provide parking for the current staff of the facility, in particular CBP, TABC, USDA, FDA, FMCSA, and USFWS. Parking is also required for construction personnel.

6. ART IN ARCHITECTURE INSTALLATION STAGE

   Art in Architecture installation will overlap with construction on or around the time of substantial completion. There is no current Art in Architecture art pieces. The DB Contractor's Lead Designer must participate in an orientation meeting with the artist(s) and GSA at the project site, as well as subsequent meetings with the artist(s) and GSA as necessary to ensure the successful integration of the commissioned artwork in the DB Contractor's design and construction documents. The DB shall provide to the artist requested drawings, plans, renderings, etc., in order to facilitate collaboration with the artist. Integration items may include but are not limited to architectural and engineering design, structural systems, sitework, utilities, lighting, infrastructure, etc., to support the commissioned art. The DB Contractor shall incorporate Art in Architecture design coordination into their schedule.

   There are two existing artwork statutes on-site. Refer to GSA 01 51 00 – ARTWORK PROTECTION for detailed requirements and coordination responsibilities.

7. CLOSEOUT AND TURNOVER STAGE

8. OCCUPANCY STAGE

9. FINANCIAL CLOSEOUT STAGE

G. PROJECT DELIVERY TEAM ROLES AND RESPONSIBILITIES

In the performance of the contract requirements, the DB Contractor must work in concert with other parties on the Project Delivery Team. The Project Delivery Team must include other contractors, CMa & CxP, GSA personnel, occupant agency representatives including occupant agencies and other stakeholders. GSA must develop, periodically update, and maintain throughout the course of the project, a listing of the Project Delivery Team membership and respective roles and responsibilities. The other GSA-contracted major parties involved or to be involved in the Project Delivery Team, and their respective overall roles and responsibilities, are as follows:

1. OWNER'S QUALITY ASSURANCE DESIGN REVIEWERS

   GSA's responsibility to meet complex requirements of the Legislative and Executive Branch of the federal government necessitate maintaining a staff of professionals (subject matter experts (SME) experienced in quality assurance reviews of DB Contractor submissions. SMEs participate in both formal and informal design reviews to verify that standards and objectives are met. Design reviews provide GSA with the opportunity to consider and document how design decisions will affect building functionality and assure that the occupant agencies are presented with design solutions that satisfy the OPR. Comments from every design review must be addressed to the particular SME's satisfaction before beginning the subsequent design phase.

2. OWNER'S OPERATIONS AND MAINTENANCE STAFF (OMS)

The Owner's OMS will actively participate in developing the "Systems Acceptance Criteria" and "Functional Test Procedures" and the DB Contractor provided training. OMS will participate in design reviews, system selection, functional performance testing, and the commissioning process.

3. COMMISSIONING PROVIDER (CXP)

a. For this contract the CxP is a subconsultant to the CMa. Therefore, the CMa is the Commissioning Provider.

b. The CxP is responsible for developing the commissioning requirements for incorporation into the DB contract performance specification.

c. The CxP must develop the Cx plan, testing requirements, and performance specifications, and propose/coordinate failure criteria.

d. The CxP manages and leads the Cx meetings.

e. CxP services must consist of work as necessary to verify and document compliance with the GSA performance objectives throughout the design, construction, start-up, and the initial period of operation.

f. The CxP advises GSA on issues involving the commissioning process, emphasizing the long-term performance and maintainability of the systems included in the commissioning scope of work.

g. The CxP must advise GSA of deficiencies involving the design, construction, testing, adjusting and balancing, or other deficiencies that would compromise the ability of the facility to meet the needs of GSA.

h. The CxP is authorized to recommend to GSA the acceptance, modification, or rejection of all materials, procedures, schedules, tests, reports, or other required commissioning submittals.

i. The CxP is not authorized to change the DB Contractor's Contract Documents, schedules, costs, or scope of work.

4. CONSTRUCTION MANAGER AS ADVISOR (CMa) ROLE AND RESPONSIBILITIES

The GSA hires a professional construction manager to be its advisor. During design the CMa assists with design management. The CMa performs constructability reviews of design development and construction documents. The CMa coordinates ABAAS waiver requests. The CMa provides quality assurance services to monitor the DB Contractor's Quality Assurance Quality Control (QAQC) Plan (refer to GSA 014000 QUALITY ASSURANCE & CONTROL REQUIREMENTS GUIDANCE), during the design and construction periods. The CMa serves as the CxP directly or indirectly by subcontracting CxP services. To reduce confusion during project coordination and collaboration activities on the project. Key CMa responsibilities are to:

a. Assists GSA to ensure the DB meets the contract requirements.

b. Serve as facilitator and coordinator of all parties' collaboration required project activities to assist GSA with ensuring this project's execution proceeds per plan.

c. After DB contract award, perform and coordinate Concept Design, Development, and Construction Documents reviews and comments' resolution.

d. Participate in the commissioning process, coordinating with GSA and the CxP to develop the project's commissioning goals, and supporting inspections and testing practices that ensure the project will meet the project's Commissioning Plan's objectives.

e. Produce 3rd party cost estimates, review requests for equitable adjustment, and provide other construction management services to assist GSA fulfill its fiduciary responsibilities.

5. ONSITE INSPECTION SERVICES

The DB Contractor will be responsible for on-site inspection services. The CMa will provide additional inspection services on an as-needed basis upon the request of GSA.

6. ART IN ARCHITECTURE PROGRAM ARTIST

GSA will contract with an artist through GSA's Art in Architecture Program. The DB Contractor's lead architect must participate on the Art in Architecture panel. There are 3 separate panel meetings that the DB's Lead Architect should anticipate: (1) introductory panel meeting, (2) artist evaluation meeting, and (3) artist concept presentation. The DB Contractor's lead architect must also participate in orientation and coordination meetings with the contracted artist and GSA and CBP as needed. Any art-related engineering and construction work that is to be performed by the DB Contractor would be a change to the contract since the artwork will not be determined until after award.

7. GSA REGIONAL FINE ARTS OFFICER (RFAO)

The RFAO oversees the Art in Architecture Program for the Office of Architecture and Engineering (OAE), monitoring each art project from inauguration through the installation of the completed artwork, and implementing the required maintenance plan.

8. FEDERAL PRESERVATION OFFICER (FPO)

Oversees National Historic Preservation Act (NHPA) Section 106 compliance, design review, integration with other disciplines and execution, supported by preservation specialists meeting Secretary of the Interior Professional Qualification Standards. This includes archeological considerations such as the identification of buried sites, the avoidance of buried sites, and serving as the point of contact for all communications with the State Historic Preservation Office (SHPO).

9. ACCESSIBILITY OFFICER

Oversee compliance with ABAAS 2015 accessibility code throughout all phases of the project. Reviews existing site assessments to help determine best integration of site to surroundings. Coordinates with Historic Preservation Officer, Physical Security and Fire/Life Safety Engineers. Reviews all ABAAS waiver requests and makes recommendations for approval.

10. GSA FIRE PROTECTION AND LIFE SAFETY ENGINEER - RESPONSIBLE IN CHARGE (RIC)

The GSA fire protection engineer will participate in each phase of the project from concept through design, construction, final acceptance, and occupancy to ensure that fire protection and life safety requirements are incorporated into the project. The GSA fire protection engineer will review design plans, specifications, and related information; review DB Contractors' submittals for compliance with contract documents; witness acceptance testing and commissioning of fire protection and life safety systems; and upon successful completion of commissioning and acceptance of tested systems, will issue certificates of occupancy (or temporary certificates of occupancy) before occupancy.

The GSA fire protection engineer is the authority having jurisdiction (AHJ) for technical requirements in this chapter, including all fire protection and life safety code interpretations and code enforcement requirements. As the AHJ, the GSA fire protection engineer has the right to revise the specific requirements as defined in the 2025 PBS Core Building Standards based on a technical evaluation and analysis and the project's specific needs.

11. GSA ENVIRONMENTAL COORDINATOR

Coordinate the review of design submittals for compliance with the mitigation measures identified in the NEPA report prepared by others, as well as compliance with environmental regulations and standards related to:

a. Stormwater Management (EISA 438 and Local Requirements)

b. Fuel Storage Tanks (Fuel Oil/Diesel)

c. Hazardous Materials

d. General environmental compliance

e. Indoor air quality during construction

f. Compliance with NEPA mitigation measures related to:

1) Clean Air Act and Clean Water Act Permitting (floodplains and wetlands)

2) Threatened and Endangered and Sensitive Species (plants and wildlife)

12. GSA'S BUILDING TECHNOLOGY SERVICES DIVISION

GSA business unit responsible for facility technology requirements including Cyber, IT Network, Monitoring, Controls, and Smart Building, refer to Technology Requirements. Customs and Border Protection has IT standards and requirements that must be met along with those of GSA's Building Technology Services Division.

13. OTHER DESCRIPTIONS

Refer to the project Communications Plan Template for ROLES & RESPONSIBILITIES.

14. OCCUPANT AGENCIES ROLES AND RESPONSIBILITIES

    a. General Services Administration (GSA)

    b. Customs and Border Protection (CBP)

    c. Texas Alcoholic Beverages Commission (TABC)

    d. Food and Drug Administration (FDA)

    e. Federal Motor Carrier Safety Administration (FMCSA)

    f. United States Department of Agriculture (USDA)

    g. United States Department of Fish and Wildlife Services (FWS)

15. VENDORS AND INSTALLERS BY OTHER CONTRACTS

    To support governmental requirements of this project that are not included in this DB contract, the Government will issue additional contracts to vendors and installers to complete the work to meet these requirements. GSA will assist with collaborative coordination between the DB Contractor and other vendors and installers. For example, the work could include scope such as furniture, fixtures, security devices, telecommunications, and audio-visual equipment. Refer to GSA 01 10 00 SUMMARY § 1.3 WORK BY OTHER contractors.

    a. The DB Contractor must provide site/project access for the other vendors and installers, including loading dock access, dumpster, and staging areas, and coordinate this DB contract's work to not impede the execution of the scope required by the other contracts.

    b. The DB Contractor must maintain contact with GSA to set up a process to monitor and report upon the status of these contracts that must be represented within the DB Contractor's master schedules submitted to GSA. To support the other vendor and installer DB Contractors' work, the DB Contractor must provide background drawings in .dwg format as required when requested.

    c. For the purposes of this Project, the DB Contractor will be required to coordinate during the design and construction process with CBP's teams and vendors to ensure successful integration and installation of specialized inspection equipment. Specifically, CBP's Non-Intrusive Inspection (NII) technology team and vendors for implementation of Low Energy Portals (LEPs) and the Z-Portal, CBP's Land Border Integration (LBI) team and vendors for License Plate Readers (LPRS) and Counter Weapons of Mass Destruction and Pacific Northwest National Laboratory (PNNL) for integration of the Radiation Portal Monitors (RPMs).

END OF SECTION

III. GENERAL REQUIREMENTS

Requirements in this section shall apply to all project stages described in the Scope of Services section. Some of the requirements noted in this section may be subject to exercise of contract option(s).

As a general matter, the 2025 PBS Core Building Standards and the U.S. Customs and Border Protection (CBP) Land Port of Entry Design Standard 2023 represents baseline performance requirements for the project. In addition, other policies, and procedures provide detailed procedures and requirements that the DB Contractor must follow. Refer to the OPR for a listing of the Standards and Design Criteria Documents.

As a general matter, the Solicitation and Agreement, 2025 PBS Core Building Standards, Project Specific Exclusions or Qualifications, Owner's Project Requirements (OPR), and standards incorporated by reference represent the overarching documents that govern the DB Contractors performance in executing the SOW. The 2025 PBS Core Building Standards specifies performance standard minimums for the Bridge of the Americas LPOE modernization project. The DB Contractor is encouraged to exceed the minimum requirements and offer "betterments" to the Government while accomplishing the programmatic, performance, and functional goals for the project.

All efforts, material, and work performed under this contract must comply with applicable federal codes based on the requirements of the current edition of recognized and accepted building standards, codes, and regulations, including, but not limited to documents referenced in the document list Technical Performance Criteria. The applicable version of each document must be the version current at the time of award of this contract, unless otherwise noted. Any conflicts or ambiguities within or among the referenced standards and criteria documents, or any deviations from requirements contained in the documents, must be reported to GSA's Contracting Officer in writing, for determination as to applicability.

Among the documents listed in Exhibits and other Attachments, include design documents that were prepared by other design professionals and GSA. These documents are provided for reference only: the Design-Builder's design professionals (Architects and Engineers) must be responsible for the complete design of the project, including all drawings and specifications. Other documents describe design requirements to which the work produced by this contract must conform.

While the operational functions of all ports are very similar, variations in environment, context, climate, traffic types, traffic volume, and security requirements between the northern and southern borders have resulted in some distinct physical variations between northern and southern ports. There are even climatic variations that can be found along the respective borders that affect the physical form. Refer to the Requirements particular to each geographic border as discussed in the CBP Land Port of Entry Design Standard December 2023.

The DB Contractor must ensure that NO A/E Copyright claims are included within the project documents.

A. OWNER'S PROJECT REQUIREMENTS (OPR)

The OPR forms the basis from which all design, construction, acceptance, and operational decisions are made. Obtaining the information and criteria for the Owner's Project Requirements (OPR) necessitates input from all key facility users and operators. The Owner's Project Requirements must be developed in keeping with the processes detailed in GSA's PM Guide including conformance with the PBS CBS standards, facility specific requirements, U.S. Customs & Border Protection Land Port of Entry Design Standard 2023, and project programming methodologies. The OPR is the larger umbrella of requirements that includes the Program of Requirements (POR(s)), PBS CBS exceptions, qualifications, and all other requirements.

1. SPACE REQUIREMENTS & SPATIAL DATA MANAGEMENT (SDM)

From the function, finishes, adjacencies, equipment, security, circulation, servicing, parking, public space, technology, systems, etc.

The Contractor must include the GSA approved space requirements in a NBSAP (National Business Space Assignment-Policy) compliant SDM Prospectus Project Area Summary. The SDM Prospectus Project Area Summary will include the original Housing Plan and the SDM iteration of the Housing Plan which will include all categories of space. The SDM iteration of the Housing Plan must become the Baseline Spatial Area Design Outline.

2. SUBMITTAL MATRIX

The CBS Submittal Matrix is provided to document the design-build baseline submittal requirements for the project. The CBS Submittal Matrix is included in the Appendix.

3. FUNCTIONAL REQUIREMENTS: PLANNING & DESIGN

The project scope includes locating all LPOE processing activities on the existing site, including FMCSA bus, kennel, and Trusted Traveler administration. All commercial processing activities are to be relocated to other regional ports of entry.

Land Acquisition

No land acquisition east of US-54 is required or proposed. Land acquisition needs are minimal and limited to those areas at the existing site perimeter in TxDOT right-of-way.

Pedestrian/Bus Processing and Inspections

Inbound pedestrians descend from the bridge into an open-air, landscaped sunken garden and enter the Main Building below grade. Bus passengers alight at the bus drop-off area and descend a ramp to join the pedestrian path in the sunken garden to the Main Building for processing. The pedestrian and bus traveler experience is enhanced by separating the pathway from vehicular traffic. Once cleared, all exit the Main Building from the north, ascend via escalator and exit onto a pedestrian/bus passenger pickup plaza.

The new pick-up plaza on E. Paisano Drive provides covered, dedicated off-street pickup for international buses to collect their passengers and for private vehicles to pick up northbound pedestrians. A smaller dedicated southbound pedestrian drop-off lane would be similarly beneficial on E. Paisano Dr west of Highway 110 and has been evaluated by TxDOT. The TxDOT study is included in the Appendix.

Buses are routed through NII lanes to the far east side of the site for CBP inspections and FMCSA inspections, before exiting and collecting passengers at the Paisano pickup plaza.

Non-Commercial Vehicle Processing and Inspections

All non-commercial vehicle inspection lanes and booths are aligned across the site on a general east-west axis. This axis is bisected by the Main Building and pedestrian/bus processing along a central spine that connects the inbound bridge lanes with a new pick-up plaza along E. Paisano Drive.

Outbound Inspections

There are four non-commercial vehicle inspection lanes (with space and infrastructure for four additional future lanes), six secondary inspection bays and a small building to house pedestrian processing and outbound support functions.

With all lanes in alignment along a transverse axis, this alternative offers operational adaptability to reassign inbound lanes to outbound inspections as required.

Kennel and Trusted Traveler

The kennel and Trusted Traveler enrollment facility (also referred to as the Auxiliary Training Facility in other alternatives) are distinct, standalone buildings located at existing grade level. Public access to the Trusted Traveler building is along Delta Drive, reducing the need for public visitors to enter the Port's secure perimeter.

Main Building

The Main Building is shown with three levels: pedestrian/bus passenger processing and associated operations below grade, critical mission operations functions and command center functions at grade, and administrative/support/future growth space on the third level. The central location of the Main Building supports resource efficiency and improves operations and officer response time. The location and density afford opportunities for clear vistas, increased potential for supervision and oversight across Port environments.

Headhouse/Hard Secondary

The headhouse and hard secondary building is located just north of primary vehicle inspection. It is connected to the Main Building via secure ramp and elevator to the below grade level and the upper level. Secondary inspections are conducted just to the east of the headhouse with a dedicated NII portal.

Narcotics Vault

A stand-alone narcotics seizure vault is required to be provided. Location to be coordinated with CBP.

Below-Grade Retention and Parking

A large, deep underground stormwater retention vault is proposed under the inspection lanes. The position of this excavated space below inspection lane technologies may offer the ability to readily access, modify or upgrade technology in the future.

Visitor parking is below grade but substantially open to air. Secure staff parking is also below grade with direct access to the Main Building, Headhouse and secure vertical circulation. Below grade areas with vehicle pathways may require supplemental ventilation via exhaust fans, intake louvers and/or supply fans. Carbon monoxide (CO) monitoring and management may also be required.

While there is minimal ability for grade-level expansion of inspections due to full-build out of ground level space, there is greater expansion capacity below grade for parking, support space and pedestrian processing. Expansion potential vertically at second level or higher for administration or support agency office space.

Surrounding Area/Traffic Flow

It is anticipated that there will be minimal impact to existing traffic patterns in this alternative, especially with the removal of commercial traffic from the Port. Non-commercial vehicles will exit to Highway 110 and buses will exit to E. Paisano Dr. The below-grade pedestrian path and pickup plaza at Paisano Dr. (Hwy 62) isolates pedestrians from vehicular pathways and improves safety. Public and secure staff access along Delta Drive and the north-south internal drive for staff improves site circulation.

4. COMMISSIONING PLAN - PRELIMINARY

All LPOE projects shall be commissioned in accordance with requirements in the GSA Commissioning Guide (Sept. 2020) and the U.S. Customs and Border Protection Land Port of Entry Design Standard 2023 for Total Building Commissioning. At a minimum, the project team should assume commissioning of plumbing, HVAC, building enclosure, electrical, building automation, security, site systems, specialty systems, fire protection, and life safety systems.

5. BASIS OF DB CONTRACTOR EVALUATION

The OPR serves as the basis for evaluating whether the design and construction has been completed to GSA's and CBP requirements and expectations.

6. BASIS OF DESIGN (BoD)

The DB Contractor must update and submit a BoD Report that initially builds upon the OPR with each formal design review and must at a minimum the following:

a. Description of the principles, assumptions, rationale, criteria, and considerations used for calculations and decisions required during design.

b. The technical approach planned for the project is incorporated into the project technical specifications.

c. The code analysis, catalog cuts, and manufacturers information used to set the minimum levels of quality performance set by the design.

d. The OE Analysis must respond to each applicable system as described in the 2025 PBS Core Building Standards Performance Tables.

B. PERFORMANCE REQUIREMENTS

In general, the Government will use the OPR and Performance Requirements to determine whether the DB Contractor's work complies with the contract requirements. The DB Contractor must provide all services in accordance with the version of the Technical Performance Standards and Criteria and References issued at the time of contract award.

For conflicts or ambiguities within or among the contract documents the DB Contractor must refer to the Agreement.

If a requirement contained in the Reference Materials exceeds, and/or conflicts with that required by the 2025 PBS Core Building Standards, the DB Contractor must comply with the most stringent requirement unless otherwise

directed by the Contracting Officer. The DB Contractor may exceed requirements contained in the Reference Materials to accomplish programmatic and functional goals for the project, including but not limited to energy performance, or industry best practices.

1. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

   Pursuant to a 3/20/2025 PBS Memo, comply with NEPA as amended by the Fiscal Responsibility Act of 2023 (Public Law 118-5), as well as current Executive Orders (E.O.) (including E.O. 14154, Unleashing American Energy), any White House Council on Environmental Quality (CEQ) guidance, and GSA policies.

   Content on the following topics may therefore not be included in NEPA documents: CBS; content citing 40 C.F.R. 1500-1508 (CEQ Regulations for Implementing the Procedural Provisions of NEPA); and cumulative effects analysis. Follow the PBS NEPA Desk Guide to the extent that it does not conflict with the Fiscal Responsibility Act of 2023, current EOs, and current GSA policies.

2. HISTORIC PRESERVATION (NHPA) SECTION 106

   The National Historic Preservation Act (NHPA) Section 106 requires that federal agencies identify and assess the effects its actions may have on historic properties. The DB Contractor must ensure that the design complies with Section 106 requirements including the terms of any applicable Section 106 Memorandum of Agreement (MOA) or Programmatic Agreement (PA). Preservation design problem solving and project documentation for Section 106 compliance must be undertaken by a qualified historic architect meeting the Secretary of the Interior's (SOI) Professional Qualification Standards and GSA Qualification requirements for Preservation Architects. The Historic Architect must be integrally involved in the analysis and development of design solutions addressing historic preservation issues. In compliance with the SOI Standards, annex's, additions, and alterations to historic properties must be compatible with the historic buildings and their settings.

   Projects involving substantive ground disturbance for new construction, excavation, utility work, or major landscaping (e.g. relocation of mature trees) must include provisions for compliance with the NHPA, the National Environmental Protect Act, Archeological Resources Protection Act and other laws concerned with the protection of archeological resources, including advance assessment of archeological data potential prior to and provisions for responding appropriately to unanticipated discoveries.

   Although unlikely, the proposed project could encounter buried archaeological resources and, therefore, will require consultation with the State Historic Preservation Officer (SHPO) and other consulting parties, as defined under Section 106 of the National Historic Preservation Act (NHPA). GSA will initiate consultation with the SHPO based on the proposed design prepared by the Design-Build (DB) Contractor and in the event of an archaeological discovery during ground disturbing activities.

   The DB Contractor's team shall include a qualified consulting archaeologist to ensure a timely response in the event of an archaeological discovery during construction. This team member must include SOI-qualified archaeologist located within Texas or New Mexico to allow for prompt on-site coordination. GSA Historic Preservation staff will provide oversight and coordinate closely with the consulting archaeologist to ensure compliance with Section 106 requirements.

3. FIRE PROTECTION & LIFE SAFETY

   Fire protection and life safety design requirements must comply with 2025 PBS Core Building Standards including International Building Codes (IBC), NFPA Codes and Standards, Federal Fire Safety Act of 1992, U.S.

Customs and Border Protection Land Port of Entry Design Standard 2023 § Chapter 16 and additional requirements as identified in the OPR, Fire and Life Safety.

In cases where the National Fire Protection Association (NFPA) is silent on an issue, and the International Building Code (IBC) addresses the issue, the IBC requirement must apply.

The DB Contractor's registered fire protection engineer must be a full participant in the Project Delivery Team throughout the Design and Construction Stages of the project, and must design the fire alarm, fire pump, and fire sprinkler systems and for any smoke control systems that may be necessitated by the DB Contractor's design.

4. ACCESSIBILITY

The Architectural Barriers Act Accessibility Standard (ABAAS) is mandatory for all GSA projects. The DB Contractor is responsible for identifying local accessibility requirements. If local requirements have been established, the most stringent requirements must prevail between local requirements and the ABAAS. Refer to 2025 PBS Core Building Standards.

a. This project must be designed to afford full accessibility by disabled persons without having to add separate or special facilities except where specific exclusions from this requirement are provided in applicable standards and criteria documents.

b. The DB Contractor must refer to the 2025 PBS Core Building Standards and the Pre-Alteration Assessment (and/or) Requirements, i.e. accessibility assessment for submission requirements.

5. PHYSICAL SECURITY

The DB Contractor must satisfy physical security requirements as identified within the Physical Security Assessments. Refer to 2025 PBS Core Building Standards the Interagency Security Committee (ISC) Risk Management Process for Federal Facilities, and the GSA's Interpretation of the ISC Risk Management.

The DB Contractor must also satisfy the physical requirements set for by CBP and defined in the Minimum-Security Requirements (MSR) Document for El Paso Bridge of the Americas International Bridge dated September 27, 2022, Homeland Security Facility Assessment dated October 1, 2022, and the December 2025 Physical Security Handbook 1400-02C v3. Each of these documents working in concert with 2025 PBS Core Building Standards and the version of U.S. Customs and Border Protection Land Port of Entry Design Standard will ensure the highest level of safety for the Port.

Process for Federal Facilities applicable to FSL III and FSL IV facilities. El Paso Bridge of the Americas International Bridge is classified as a Facility Security Level – 3 (FSL-3).

6. SAFEGUARDING ASSETS

The DB Contractor must satisfy the requirements to safeguard this asset over its intended service life from the observed and expected changes in building loading due to nonstationary weather and extreme events and provide reliable performance in changing conditions per the GSA PBS Core Building Design Standards.

This project must be designed to perform reliably and adapt to changing climatic loading conditions for a site and facility with an intended service life of 50 years in accordance with the profile provided by GSA. Building

systems/components are to be designed using protection levels determined by the professional judgment of licensed design professionals based on GSA's profile. Because of the uniqueness of a Federal LPOE, each protection level determined must be reviewed and coordinated with GSA and DHS to determine the site-specific requirements. Reference Profile, Service Life Requirement, Safeguarding Assets, Analysis Submission Requirements.

7. BUILDING DESIGN STANDARD

To ensure all buildings under GSA's jurisdiction and control maintain design integrity and efficient building operations, to preserve the original design, and to ensure consistency in all future alterations, the DB Contractor shall work with GSA and CBP to establish the project specific Building Design Standard. The Building Design Standard document must be reviewed and approved by GSA and CBP. The DB Contractor must provide a Building Design Standard in accordance with the 2025 PBS Core Building Standards, latest version of the CBP Land Port of Entry Design Standard, and as defined below.

The Building Design Standards must document the overall space planning strategies for buildings to maintain the original architectural intent and value for each property.

The DB Contractor must identify key elements in their design and develop an outline BDS document for those identified elements that is based on the GSA Building Design Standards User Guide 2018, Building Design Standard template, and as defined below. The Building Design Standards must be based on the post-award final concept design. The document must include guidelines for analysis of the significant exterior design characteristics of the building. The document may have standard items, such as finishes and fixtures, and must be organized in common categories so that they can be easily referenced. The manual may also include sketches, graphics and diagrams.

These established design guidelines must provide written reference for future renovation, repair and alteration and modernization projects so a unified design aesthetic can be accomplished, and a consistent palette of finishes can be achieved. The DB Contractor must provide at the CD/IFC submission, a submittal that must contain updated information from the finish, hardware, lighting, and signage schedule. This information must include wall, floor, ceiling and specialty finishes, as well as hardware, plumbing fixtures, and lighting fixture specifications as designed and constructed. The BDS document must guide the selection of finishes, hardware, lighting, and signage in all alterations to the building, preserving the original design intent as established by the DB Contractor.

C. PROJECT DELIVERY REQUIREMENTS

In addition to inputting information, the DB Contractor must respond to data calls issued by GSA within seven calendar days, except where specified otherwise in writing.

GSA has specific requirements when delivering its projects. The DB Contractor must perform the services and activities to complete the following project delivery requirements:

1. SPATIAL DATA MANAGEMENT (SDM)

As noted in the CBS Submittal Matrix at each design phase submission the DB Contractor must incorporate the processes and procedures for space assignments, measurements, and tabulations as identified in the SDM Requirements.

a. Provide the native authoring files as well as an *Industry Foundation Class (*IFC) derived from the BIM and 2D CAD area plans, one for each level of the facility, with assignment data and space boundaries that comply with the National Business Space Assignment Policy. Refer to the 2025 PBS Core Building Standards and GSA's National BIM, CDX & COBie Standard for additional technical requirements to complete SDM drawings.

b. Design of the Bridge of the Americas Modernization Project shall not to deviate from the OPR without prior written approval from the Contracting Officer.

c. Coordinate with the SDM Manager to develop the SDM Reports and CAD Assignment Plans.

d. The DB Contractor must use the GSA Pricing Desk Guide, 5th Edition to implement GSA concepts (such as Shell and Core Construction and Tenant Improvements) and the GSA National Business Space Assignment Policy, (NBSAP) 2023 edition and the Land Port of Entry Space Policy Addendum, 2022 Edition which explains building measurement and space assignment.

e. A Space Program Reconciliation Report (SPRR) is required at each of the design submittal stages. The DB Contractor must create a SPRR that illustrate the difference between the:

1) The DB Contractor must create a SPRR that illustrates the difference between the: Space Requirements and the actual building design.

2) The SPRR must include a narrative explaining all differences and variances.

3) The SPRR must ensure that the programmatic areas are fully defined, that circulation factors are properly applied, allowances are included for support areas and options accounted for in the design program. It should include tabulations of the usable, rentable, and gross square foot areas of the project in compliance with the NBSAP.

2. PERMITS AND FEES

The DB Contractor is responsible for the applications and costs associated with any necessary permits and fees required to support the design, construction, and connections related to environmental, traffic & roadways, utilities, and other state and local codes and requirements, including calculations, studies, and design documentation. The DB Contractor is responsible for preparing applications, as well as management of the process through completion and closure of the permit. Environmental permit requirements may include, but are not limited to, SWPPP, air quality/emissions, fuel tanks, etc. These requirements apply to construction permits and fees, as well as preparing applications for operating permits on behalf of the GSA. Utility permits include construction permits, as well as interconnection agreements and operating permits, such as onsite generators and renewable energy sources. The DB Contractor is responsible for coordinating with local facility management program offices.

3. CBS SUBMITTAL MATRIX

The CBS Submittal Matrix has this project's detailed list of design review deliverables and milestones. The CBS Submittal Matrix is included in the Appendix.

4. DESIGN EXCELLENCE PROGRAM

This is a Design Excellence project. Two key aspects of it are a Peer Review(s) and a presentation to the PBS Commissioner, or delegated official, of the Final Concept Design.

a. Design Excellence Peer Review

A Design Peer Review will be conducted in accordance with the Design Excellence Policy and Procedures, Chapter 9. The Peer Review will occur during the Final Concept Design Phase and must be preceded by an Integrated Design Review Workshop.

The DB Contractor must prepare and present the design concept to a panel of architects, engineers, and/or builders selected by GSA. This review must be scheduled when the Concept Design is well developed in terms of form, structure, major systems, and materials. At the same time, these design decisions should not be set as final. The timing of the Peer Review must allow for further changes and refinements based on Peer input. The goal is to understand how the chosen concept has evolved, identify areas and pathways for making additional improvements, to produce architecture befitting the American People as inspired by the Guiding Principles for Federal Architecture.

Suggested improvements by the Peers might deal with built environment and landscape design, security and entrance issues, architectural forms and spatial sequence, the fabric and materiality of the design, and insights regarding engineering, efficiency, and workplace design.

The Peer Review does not mandate solutions but provides a critique to highlight opportunities for the design team to strengthen the design to achieve GSA goals and fulfill project requirements.

b. Commissioner's Briefing Presentation

Representatives of the DB Contractor must present the Final Concept Design (to occur after the DE Peer Review and the integration of Peer recommended design improvements) to PBS leadership in Washington D.C. for approval to proceed into design development.

The Commissioner may require conditions be met during design development. The DB Contractor must address these conditions. The GSA Project Manager and Contracting Officer will manage these in partnership with the DB Contractor.

Prior to scheduling the presentation, the DB Contractor must assist the GSA PM with completing a Project Readiness Checklist, which requires conducting a Project Definition Risk Index (PDRI) facilitated discussion that reviews and assesses the project's scope development. Refer to Risk Management for additional guidance.

5. CONSTRUCTION EXCELLENCE PROGRAM

Construction Excellence in the Construction Stage Includes:

a. Partnering Sessions

Partnering is a Risk Management Activity mandated by GSA. These sessions are designed to promote collaboration, enhance communication, and proactively address potential risks. Partnering

requirements are listed in project phases of this Scope of Work (SOW) with further details provided in GSA 013100 PROJECT MANAGEMENT & COORDINATION.

b. GSA requires the active use of a Risk Register in collaboration by the GSA, the DB or GC, and the CMa.

Refer to Risk Register for additional requirements and guidance.

c. Master Schedule

GSA requires the development and ongoing use of a project-specific Master Schedule. This schedule must be created in collaboration with the GSA, the DB Contractor, the CMa, and other key stakeholders and third-party vendors. The Master Schedule must be maintained throughout the project to ensure alignment of milestones, coordination of activities, and timely delivery.

Refer to the Master Schedule for additional requirements and guidance.

d. Construction Peer Reviews

The GSA Construction Excellence Peer Reviews provide guidance to the project team during the construction phase through collaboration with GSA's internal and external subject matter experts, which may include nationally registered Peers, leaders within the private sector's construction industry and its community." The guidance typically identifies areas for improvement and recognition of positive performance related to the quality of the overall project delivery, the team's work in maintaining scope and budget and meeting schedule deadlines, team dynamics. and the overall health of the project during construction."

The Peer Review process consists of three meetings, usually held at the 15%, 60%, and construction-completion milestones of the construction effort, and each meeting is facilitated by the GSA's appointed representative. The Peer Reviews are for the benefit of the project and involve recommendations based upon the Peers experience. The DB Contractor must participate in and support the Peer Review meetings.

A typical meeting entails a tour of the project, followed by structured interviews with the DB Contractor, GSA, the CMa, CxP, and occupant agencies. GSA's appointed representatives will facilitate each meeting, and at the completion of the day, brief the team on the findings and later in writing, opinions of all present as well as a recommendation for resolution of issues.

e. Alternative Dispute Resolution (ADR)

ADR methods to resolve disputes not otherwise resolved through partnering and project teamwork practices.

f. Constructability Assurance

The Constructability of the project is the sole responsibility of the DB Contractor. To ensure that the design can be constructed within schedule and budget and that the sequencing of construction is planned for optimum efficiency, the DB Contractor must assure that:

1) The level of design complexity is consistent with the project's schedule and budget constraints.

2) Materials, processes, equipment, and labor are appropriate and available.

3) Construction work required is in conformance with standard construction practices, and equipment, products, materials, fixtures, etc. are readily available in the marketplace, to the maximum extent possible. (Any supply chain issues are to be brought to the attention of the Contracting Officer if they pose a schedule delay risk).

4) Building systems are compatible and viable.

5) Drawings and specifications are complete and thoroughly coordinated among disciplines.

6) Drawings and specifications are complete and accurately reflect coordination with occupant agencies, or their designated consultants regarding furniture, equipment, and security and data requirements.

7) Defects, omissions, inconsistencies, conflicts, and ambiguities in documents are identified and corrected once detected with coordinated engagement of necessary parties to resolve them.

8) Multiple construction phase drawings are coordinated, if applicable.

9) Site and building access, logistics, available storage, and tenant occupancy requirements are accommodated.

10) Existing conditions are shown correctly and adequately.

11) Construction options and unit prices are logical, thoroughly described, and understandable.

12) Construction details are appropriate, complete, thoroughly described, and workable.

13) General requirement items are thoroughly and properly addressed.

14) Construction documents and construction phasing provide for continuous use of all building systems (including phone, data, fire alarm, security, etc.) during construction.

15) Construction duration, phasing, and subcontracting plans are reasonable and logical.

6. OPERATIONAL EXCELLENCE PROGRAM

The DB Contractor must participate in Operational Excellence (OE) Reviews during each design phase. The CBS Submittal Matrix provides OE related deliverables requirements. The reviews include receiving and responding to questions and comments from the GSA's local and national (Central) Office of Facility Management (OFM) staff and building systems' subject matter experts (SME). For additional requirements refer to Operations and Maintenance and Division One requirements GSA 01 78 22 OPERATION & MAINTENANCE DOCUMENTATION.

a. OE reviews enable the achievement of the Operational Excellence Program referenced in the CBS OE requires safe, efficient and effective facility use and operations over a 100-year ownership horizon, focusing on maintainability, accessibility, durability, reliability, and cleanability and lowest total cost of ownership.

b. The DB Contractor shall work collaboratively with the Operational Excellence SMEs and Project Manager on completing the Operational Excellence Checklists per each design phase (e.g. Concept Development, 100% Design Development, 65% Construction Development etc.). OE requires in the design stage submissions (a detailed report) of the operability, maintainability, and durability of significant materials, finishes, systems, and assemblies. Architectural enclosures systems and materials, high traffic interior surface finishes and materials, civil work, structural systems, mechanical, electrical, plumbing and life safety, relevant design details, access points, clearances and replacement strategies shall be identified in the Operation Excellence Report.

7. COMMUNITY PLANNING

The Public Buildings Amendments of 1988 (Public Buildings Act) require that federal agencies consult with local officials during the planning and design of federal facilities, to make a positive contribution to the surrounding landscape and prioritize access to underserved communities. This requires communication and collaboration with communities local to this project. During the design phase the DB Contractor must:

Amend the project design if directed by GSA to accommodate any requested accommodation arising from community collaboration and planning not set in the OPR.

A Community Engagement Plan is required. Prepare presentations as requested by GSA as needed. Address goals in the Owner's Project Requirements (OPR).

8. DESIGN REVIEW - PROCESS and PROCEDURES

GSA, CBP, and other occupant tenant agencies will review design submissions listed in the CBS Submittals Matrix for their iterative development towards meeting the expected outcome of the design.

Design reviews by the Government are not to be interpreted as approval of the DB Contractor's progress toward meeting contract requirements but are intended to discover information which can be brought to the DB Contractor's attention which might prevent costly error and misdirection. The DB Contractor must remain responsible for designing and constructing the building in full compliance with the requirements of the contract. Where drawing review is specified, this includes reviews related to the BIM model.

a. Code Reviews:

Review for compliance with all applicable codes and standards is the sole responsibility of the DB Contractor.

b. Quality Control Reviews:

Government reviews do not relieve the DB Contractor of responsibility for quality control for the design documents or compliance with contract requirements.

c. Constructability Reviews:

Constructability of the project as designed is the sole responsibility of the DB Contractor. The DB Contractor must ensure that the design can be constructed within schedule and budget and that the sequencing of construction is planned for optimum efficiency. The Design Builder must assure that:

1) The level of design complexity is consistent with the project's schedule and budget constraints.

2) Materials, processes, equipment and labor are appropriate and available.

3) Construction work required is in conformance with standard construction practices, and equipment, products, materials, fixtures, etc. are readily available in the marketplace, to the maximum extent possible.

4) Building systems are compatible and viable.

5) Drawings/Models and specifications are complete and thoroughly coordinated among disciplines

6) Drawings/Models and specifications are complete and accurately reflect coordination with occupant tenant agencies or consultants regarding furniture, AV, equipment, security and data requirements.

7) Defects, omissions, inconsistencies, conflicts, and ambiguities in documents are identified.

8) Drawings/Models are coordinated for multiple construction phases, if applicable.

9) Site and building access, logistics, available storage, and tenant occupancy requirements are accommodated.

10) Existing conditions are shown correctly and adequately.

11) Construction options and unit prices are logical, thoroughly described and understandable.

12) Construction details are appropriate, complete, thoroughly described and workable.

13) General requirements items are thorough and properly addressed.

14) Construction duration, phasing, and subcontracting plans are reasonable and logical.

d. Government Reviews:

The purpose of the Government's review is to ensure that established functional, aesthetic, and spatial requirements of the project are satisfied, including but not limited to:

1) The design responds to GSA program goals, objectives, and priorities.

2) The design responds to the interests of project stakeholders.

3) The design accommodates the requirements of the space program in an efficient manner.

e. Commissioning Reviews:

Commissioning design reviews will be performed by the Government, in accordance with the Commissioning Plan defined in the Commissioning requirements in the contract documents. The DB Contractor must provide staff to participate in Commissioning progress meetings, as well as respond to Commissioning Reviews executed by the Government.

f. Design Review Meetings and Procedures:

1) Government Review Meetings

The DB must use BIM tools and the native BIM model to support the meetings defined below. The designer must have the most current models available for each government review meeting to support related discussion and decision making.

i. Interim Reviews

The DB Contractor must utilize on-board (Over-The-Shoulder) reviews to the maximum extent feasible, to clarify requirements and establish design directives, throughout the design development process. The general philosophy for formal design submissions is to allow for confirmation of the design progress, rather than seeing design development for the first time. As such, the following informal review meetings must be provided to access Government Subject Matter Experts (SME's), and to supplement decision-making at regular progress meetings and formal design submissions.

ii. Integrated Design Review (IDR) Workshops:

The DB Contractor must facilitate IDR Workshops at various times during the project's life cycle. Refer to the CBS Submittal Matrix. Coordinate IDR Workshops with Design Reviews and the DE Peer Review and the CBS Submittal Matrix.

iii. Program Review Meeting(s):

At the beginning of each design phase, conduct program review meetings prior to the start of work on the design phase. Programs include, but are not limited to, energy, security, FF&E coordination, Building Management/O&M coordination, controls, commissioning, space planning, etc.

iv. Specialty Review Meetings:

Conduct review meetings as defined in this scope of work to address specific design issues such as HVAC Excellence, Security, Accessibility, etc. Individual meetings must be scheduled and coordinated to maximize the efficiency and travel logistics for the project team.

v. Ad Hoc Review Meetings:

The DB Contractor project management plan must include additional Ad Hoc review meetings to facilitate Government decisions during the design process and to maintain the project schedule.

vi. Other Meetings:

Other meetings as defined in the Communications Plan

2) Meeting Record:

The DB Contractor must provide meeting minutes, comment tracking system, and/or RFIs to document design directives from the review meetings referenced above. The DB Contractor shall provide minutes for all GSA-hosted project meetings within 48 hours following the event. Meeting minutes should clearly identify new and unresolved action items and assigned responsible parties.

3) Requests for Information (RFI's):

The DB Contractor must utilize PMIS (Kahua) to manage and document design phase RFI's related to contract requirements.

4) Government Review Cycle – Formal Reviews

i. Government Comments:

Unless specifically noted otherwise, the GSA, CMa-CxP, CBP, and other occupant tenant agencies will provide written comments within twenty-eight (28) calendar days of receipt of each design submission. The standard review period accounts for twenty-one (21) calendar days for reviewers, plus seven calendar days for distribution of documents, collection, and consolidation of comments. Date of receipt of each submission must be the date when all required documents have been received in all required formats.

ii. DB Contractor's Response:

The DB Contractor must respond in writing to these design review comments within seven (7) calendar days of receipt. Response must address each comment individually and must reference applicable design documentation. At the conclusion of this review and response period, the DB Contractor must chair a design review meeting to address unresolved comments and distribute review comments and DB Contractor's responses to those involved in the review process.

iii. Resolution of Comments:

The DB Contractor must resolve all design review comments in writing. In cases other than unqualified adoption, the DB Contractor must provide a statement as to why the reviewer's objection and/or recommendation are inappropriate. The DB Contractor must be responsible for using the PMIS to manage comments throughout the design phase.

Users of this system must include the DB Contractor team, GSA, CBP, CMa, CxP. A single master list of comments must be maintained for the lifecycle of the design phase.

9. CONSTRUCTION SUBMITTAL & RFI PROCESSING

The CMa must manage and document the processing of the DB Contractor submittals and Requests for Information (RFI's) on behalf of GSA. The DB Contractor must comply with the requirements in GSA 01 33 00 SUBMITTAL PROCEDURES. (EPD's are included in the construction submittal process). Submittal and RFI Logs shall be provided weekly with each Construction Meeting. Logs shall be provided as individual PDF files and not specifically included in the agenda file.

D. PROJECT MANAGEMENT

The DB Contractor must refer to GSA 01 31 00 PROJECT MANAGEMENT & COORDINATION for requirements.

In addition:

1. RECORD KEEPING

The DB Contractor must maintain detailed record and documentation of the project in preparation for the turn-over to GSA, refer to GSA 01 78 10 PROJECT RECORD DOCUMENTS. In addition, the CMa is responsible for all project correspondence and other documentation and maintaining accurate and detailed records of the project's progress during each phase on behalf of GSA. The DB Contractor must coordinate with the CMa to ensure all documentation is complete. The DB Contractor will be required to prepare meeting agendas and distribute minutes for all DB-led meetings and conferences. Agendas and minutes shall be distributed in a timely manner but no later than a 48-hour window from the scheduled meeting. Meeting coordination and record keeping will be further outlined during the kickoff meeting.

2. COMMUNICATIONS PLAN

The DB Contractor, in consultation with the stakeholders of the project, must implement the Project Communications Plan. This plan must be used and maintained by the DB Contractor throughout the project and updated by the DB Contractor as necessary to suit each project phase.

3. QUALITY ASSURANCE AND QUALITY CONTROL PLAN

The DB Contractor must implement QAQC practices as required by GSA 01 40 00 QUALITY ASSURANCE & CONTROL REQUIREMENTS GUIDANCE.

4. DESIGN QUALITY REVIEWS

The DB Contractor must participate in three (3) Design Quality Reviews that will be performed by an independent third-party review team. The DB Contractor will be required to complete the Design Quality Review Questionnaire and submit it to the Contracting Officer along with one complete set of design submittal documents, drawings, specifications, and design narratives.

5. ART IN ARCHITECTURE PROGRAM COORDINATION

The Art in Architecture Program will be a component of this project and must consist of:

a. The GSA Art in Architecture Program entails commissioning artists to create publicly scaled and permanently installed works of art that are appropriate to the diverse uses and architectural vocabulary of new and substantially modernized federal buildings and courthouses. This project will include the commissioning of one or more artists to create and install artwork under separate contracts with GSA. The program requires the active participation and support of the DB Contractor.

b. The DB Contractor's Lead Designer (or designee) must participate in at least three (3) meetings with other members of an expert Art in Architecture Program Panel convened by the GSA to provide overviews and periodic updates on the DB Contractor's design of the building project and to make recommendations regarding the artwork to be incorporated into the project. The primary roles of the panel are to nominate and consider artist candidates through individual recommendations and evaluations; to develop a short list of finalists from which GSA will select the project artist(s); and to review and provide critiques of the final concept(s) presented by the commissioned artist(s) for artistic merit, feasibility of fabrication and installation, and long-term maintainability. The DB Contractor's Lead Designer (or designee) must work with the GSA Fine Art's Office to ensure the successful integration of existing commissioned art in the new port design.

c. Upon award of the GSA Art in Architecture Program contract(s), the DB Contractor's Lead Designer must participate in an orientation meeting with the artist(s) and GSA at the project site, as well as subsequent meetings with the artist(s) and GSA as necessary to assure the successful integration of the commissioned artwork in the DB Contractor's design and construction documents. The DB shall provide to the artist requested drawings, plans, renderings, etc., in order to facilitate collaboration with the artist. Integration items may include but are not limited to architectural and engineering design, structural systems, sitework, utilities, lighting, infrastructure, etc., to support the commissioned art.

6. TOTAL BUILDING COMMISSIONING

The 2025 PBS Core Building Standards require all GSA capital construction projects to employ Total Building Commissioning practices as identified in the GSA Commissioning Guide. The 2025 PBS Core Building Standards references building enclosure testing standards ASTM E2813, ASTM E2947, ASTM D7877 and ASTM D8231. The Commissioning Plan establishes the requirements for all mock-ups and testing including testing types, quantities, and protocols for retesting.

The DB Contractor must also refer to Construction Phase Commissioning.

The project CxP has developed a preliminary Commissioning Plan. The DB Contractor must coordinate with the CxP in the development of the Final Commissioning Plan following the DB contract award.

For required Division One Specifications, refer to GSA 01 91 13 COMMISSIONING and GSA 01 91 19 BUILDING ENCLOSURE COMMISSIONING.

7. PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS) - Kahua

GSA requires the use of the PMIS (GSA's project management information system) throughout the project life cycle as a project management tool, and as a repository for timely and accurate project information. The current PMIS in use by GSA is Kahua.

The DB Contractor shall utilize the PMIS to:

a. Collaboration Tool

Collaborate with GSA and the broader Project Delivery Team across all project tasks.

b. Storage Repository

Store all project information and documentation, including controlled unclassified information (CUI) and communications.

c. Kahua Applications

The following applications shall be utilized by the DB Contractor:

1) Cost Management

i. Earned Value - Review A/E provided cost loaded schedules for Earned Value progress.

ii. Estimating and Funding - Upload and review project estimates.

iii. Expenses - Manage contract financial information including contract awards, tracking potential change requests, breakdown of schedule of values, and pay request review.

iv. Work Breakdown - View project financial information.

2) Document Management

i. Communications - Document and upload formal project communications.

ii. Daily Reports - Document and upload daily A/E reports.

iii. Design Review - Initiate, manage, and participate in project design reviews.

iv. Field Observations - Record field observations, test results, and upload related documentation.

v. File Manager - Manage project/contract files and initiate design reviews.

vi. Meetings - Document project meetings and track progress on key action items.

vii. Packaged Submittals - Manage project submittal review process and upload related documentation.

viii. Punch Lists - Manage project punch-list process and upload related documentation.

ix. RFI's - Manage project RFI process and upload related documentation.

x. Risk Register - Identify and contribute to managing key project risks.

xi. Safety - Manage project related safety issues including Accident Reports, Fire Alarm/Sprinkler Outage Requests, Fire Incident Reports, Hot Work Requests, Injury Reports, and Safety Notices.

3) Schedule Management

i. Milestones - The DB shall review key schedule milestones for project progress as needed.

4) Other

i. Project Directory - Ensure all team members are included in the project directory and have correct Kahua permission.

ii. Dashboards/Reporting - Use as needed to meet reporting and management requirements.

d. Access and Equipment

PMIS is web-accessible and can therefore be accessed via any compatible computer with an Internet connection. Information for requesting an account, accessing the PMIS and equipment needed is available on the Project Management Information System - Access site. GSA will not furnish any equipment related to accessing PMIS.

e. Training

GSA will provide no cost training to familiarize team members with the PMIS system. That being stated, GSA will not reimburse the DB for any travel related to any PMIS training. Training videos via YouTube and reference guides are available on the Project Management Information System - Training site.

f. Support

GSA will provide PMIS system administration and end-user support for the duration of the project. To request assistance email kahuasupport@gsa.gov.

g. Personnel Requirements

An HSPD-12 (Homeland Security Presidential Directive 12) security clearance is required to access the GSA PMIS. Further information on HSPD-12 may be found at the following website: www.gsa.gov/hspd12. The time to process and obtain clearances may vary in length.

8. POST-AWARD CONCEPT DESIGN UPDATE

a. The DB Contractor must (refer to PROCUREMENT PHASE OWNER COMMENTS) participate in a CLARIFICATION meeting with GSA representatives to: a) clarify the owner's pre-award comments and b) to prepare a response plan for incorporation of the Owner Comments into an updated concept design.

b. After GSA acceptance of the DB's Contractor response plan, the DB Contractor shall update the technical proposal - concept design and distribute to the GSA SME review prior to the Integrated Design Review.

c. The DB Contractor must facilitate a post award Integrated Design Review (IDR) and respond to IDR comments.

E. RISK MANAGEMENT

After award of the contract and prior to Concept Design development the DB Contractor must assist the CMa to maintain the project's Risk Register within the PMIS. The Project Team must conduct a workshop using GSA's specialized version of the Construction Industry Institute's Project Definition Rating Index (PDRI) to align the project team on scope definition. Afterwards assess and record other project risks and opportunities for the project.

1. RISK MANAGEMENT WORKSHOPS

The purpose of risk management sessions is to identify potential project challenges before they occur so contingencies may be planned and invoked as needed across the life of the project to mitigate adverse impacts on project delivery. The Risk Register captures all discussions surrounding concerns and potential problems that might arise over the life of the project.

The DB shall participate in workshops and periodic review meetings with the Government, CMa, and other stakeholders to create, update, or modify a Risk Registry and the Construction Industry Institute's Project Definition Rating Index (PDRI) (or a different industry standard as agreed to by the Contracting Officer) to assess risks and opportunities for the project. Workshops and review meetings will be either conducted face to face, or virtually with online conferencing tools, or with hybrid methods of both.

The DB shall participate in three (3) risk workshop sessions that will be conducted via teleconference. Each session lasts 2 - 4 hours. During these sessions, the parties will use the Construction Industry Institute's Project Definition Rating Index and Risk Register for the project. The first PDRI evaluation session is required to submit a project for a Commissioner Concept Presentation. The second PDRI evaluation typically occurs at approximately the 50% design completion stage. The final PDRI typically occurs at the completion of design to document that the planning and design is complete, and the project is ready for construction.

The DB Team must participate in three (3) Risk Management Workshops that will be conducted in El Paso at a location TBD. During these sessions, the parties will use the Construction Industry Institute's Risk Register to assess risks and opportunities for the project. Each Workshop is estimated to last roughly four (4) hours in duration. Risk Management Workshops will occur at key milestones before and during construction to supplement partnering activities.

2. RISK REGISTER

The DB Contractor must assist the CMa to prepare and maintain a Risk Register throughout the project. It will be used to identify, categorize, quantify, and appropriately address key risks and opportunities. The DB Contractor must periodically prior to the weekly OAC meetings review and update the Risk Register.

F. COST AND SCHEDULE MANAGEMENT

The P-120, Public Buildings Service Cost and Schedule Management Policy Requirements, October 2022 for Design Build Performance Delivery Method applies to all professional services and construction activities.

It contains:

CRITERIA AND STANDARDS

DOCUMENTATION REQUIREMENTS

DEFINITIONS

TECHNICAL AND ADMINISTRATIVE REQUIREMENTS

The DB Contractor must perform the cost and schedule management tasks and submit deliverables prescribed by the P-120, Public Buildings Service Cost and Schedule Management Policy Requirements, October 2022 and the CBS Submittal Matrix.

1. COST MANAGEMENT

In addition to the Schedule of Values required in GSA 01 29 00 PAYMENT PROCEDURES for payment and critical path scheduling (GSA 01 31 10 PROSPECTUS CPM SCHEDULE SPECS), the DB Contractor must provide bid cost data to assist GSA with allocation of costs and rent pricing. A cost breakdown must be provided in UNIFORMAT Level III, with a Level II summary, using parameter estimate methodology, as described in the P-120 Bid Analysis section and Table A-1.

After GSA review and approval, the DB Contractor must furnish the GSA PM with providing project cost information that will be uploaded to the GSA database update. Refer to the P-120, Public Buildings Service Cost and Schedule Management Policy Requirements, October 2022, for more information.

Cost estimates must be reconciled to match the total contract price and the schedule of values included in the CPM cost loaded schedule.

a. The DB Contractor must provide estimators and staff familiar with the bid breakdown, to participate in coordination meetings with GSA to reconcile costs.

b. Provide a separate Uniformat level 2 breakdown for each of the following:

1) General - Sitework

2) Building or Structure

3) Core and shell costs (Per GSA Pricing Policy)

4) Enhanced Shell

5) Tenant improvement (TI) and Above Standards

6) Physical Security (BSAC) Building Specific Amortized Capital

7) Electronic Security

8) Accessibility

9) Furniture, Fixtures and Equipment

c. The DB Contractor must participate in coordination meetings throughout the project to update the cost baseline as required, including a final cost model at Substantial Completion. The DB Contractor must update the bid breakdown after the approval of Contract Modification.

The DB Contractor must confirm:

1) Line-item breakdowns are correct and consistent.

2) All design elements are included.

3) Unit costs are reasonable.

4) Quantity takeoffs are accurate.

5) Level of detail is appropriate to the phase.

6) Up-to-date scope modifications are reflected.

7) Formats are correct.

d. The DB Contractor must be responsible to reconcile any significant differences between the updated baseline construction budget breakdowns and the previously agreed upon breakdowns. This reconciliation will address and resolve significant differences in the TI and security costs itemized by the occupant agency. For the Uniformat level 2 breakdowns, DB Contractor reconciliation will include justification of any significant differences between the Uniformat level 2-line items. Upon approval by GSA, the reconciled breakdowns will serve as the revised baseline cost allocation.

2. SCHEDULE MANAGEMENT

The DB Contractor must meet the P-120, Public Buildings Service Cost and Schedule Management Policy Requirements, October 2022 requirements. Generally, GSA and its client agency CBP requires effective scheduling practices to execute this project with efficient transitions between old and new facilities. These practices involve detailed project schedule combinations, development, and maintenance due to the number of contributing organizations in a GSA led LPOE project. For additional schedule requirements refer to GSA 01 31 10 PROSPECTUS CRITICAL PATH METHOD (CPM) SCHEDULING. The DB Contractor must provide the services and activities to support the following:

a. Master Project Schedule

The DB Contractor must assist GSA/CMa to develop and maintain a master project schedule used to coordinate stakeholder responsibilities for the project. The DB Contractor assistance includes

recommendations on stakeholder integration and a logic-based schedule with the activities for which the DB Contractor is responsible to perform per this contract. The master project schedule must conform to the milestones and durations set forth by GSA.

b. Critical Path Method Schedule

Before starting work, the DB Contractor must develop and provide a critical path method (CPM) logic based detailed work breakdown structure schedule for completion of all Design Stage activities, tasks, submissions, design meetings and workshops and review durations as required herein, leading up to and including the final design development submission(s). Similarly, further development will be required for future phases of the project including but not limited to, Procurement, Construction, Commissioning, and Closeout. Refer to GSA 01 31 10 CPM SCHEDULE SPECS.

c. Schedule Coordination, Acceptance, and Maintenance

The DB Contractor schedules must itemize all required submission dates and review durations and must conform to the milestones and durations provided in the GSA's Master Project Schedule. After acceptance by GSA, the DB Contractor's design phase and construction schedules must be incorporated into the Master Project Schedule by the CMa. The DB Contractor must provide and maintain the construction schedule as further described in references and applicable specifications.

d. Monthly Schedule Updates

The DB Contractor must provide monthly schedule updates to GSA/CMa, showing progress on and completion of all required work. The DB Contractor must immediately notify GSA and the CMa of any anticipated delay in performance of any work. As work progresses, the CMa will provide monthly updates to GSA for the GSA Master Project Schedule. If the schedule updates indicate that previously approved schedules may not be met, the CMa will give immediate notice and make appropriate recommendations to GSA and the DB Contractor.

e. Proposed Fast Tracked Work Schedules

GSA will consider DB Contractor proposals that involve fast-tracking (overlapping design and construction stage work), and advance packages of construction documents for certain types of work such as demolition and structure when sufficient design development indicates certainty these can be advanced in the field before the completion of the CD/IFC (Issued for construction). Any such proposals must include the submission of a new schedule of the DB Contractor's work. The DB contractor assumes all design and construction risk associated with Fast Tracked Work Schedules.

G. CONTRACT MODIFICATIONS/CHANGE MANAGEMENT

Change Management is the procedure by which the CO, CMa, and PM process all requests for equitable adjustment. Contract modifications add or delete work from the SOW; serve as a written record of a technical change; modify the contract duration; and may authorize a change in cost of construction.

Proposed Contract Modifications must be accompanied by a Life Cycle Cost Analysis that complies with the P-120, Cost and Schedule Management Policy, October 2022.

The PM does not have authority to approve contract modifications and obligate the government; they provide technical expertise to the CO. The CO has the authority to obligate the government to contract modifications.

1. GENERAL NOTES

    a. The DB Contractor must submit all requests or recommendations for change(s) to the project scope to the CO for approval. Requests must include a rationale, cost and impact to the schedule.

    b. In the event of a significant change in contract value as determined by the PM, the DB Contractor must update the Cost Allocation tabulation.

    c. The DB Contractor must provide the Government the opportunity to participate and/or review documented scope discussions and RFI's during the sub-DB Contractor buyout phase, as well as construction RFI's between the DB Contractor and sub-DB Contractors.

    d. Where design-assist packages are utilized, the Government must be given the opportunity to review and comment on progress submissions, submittals, shop drawings, and RFI's.

    e. Regardless of source, all and any scope changes to terms of the contract documents and/or the final CD/IFC (Issued for construction) submission must be submitted as formal RFI's to the GSA for approval.

H. SHOP DRAWINGS REVIEW

The DB Contractor retains approval of all Shop Drawing approval with the DB Contractor's Designer of Record. However, the Government will request copies of all submittals, and the GSA will approve a list of those submittals that must require GSA review and feedback in advance of approval. Refer to GSA 01 33 00 SUBMITTAL PROCEDURES and FAR 52.236-21 Specifications and Drawings for Construction for requirements.

END OF SECTION

IV. SCOPE OF SERVICES

The DB Contractor must perform all services described in this Scope of Services (including services required under exercised options, if any) in accordance with applicable requirements and provisions set forth in GENERAL REQUIREMENTS, and as specifically described below. This project will be managed in phases. The services will be provided in phases as presented in the following sections with specific requirements for this project's phases. Two project stages occur during the end of the Construction Phase: Art in Architecture Installation Stage, Contract Close Out Stage (including financials) and the Occupancy Stage that involves a year of verifying commissioned building's performance required of the Design Builder.

The scope of services required for this project are:

A. COMMUNITY PLANNING SUPPORT SERVICES

In General:

In support of federal requirements to respect and involve local communities in its projects, the DB Contractor must support early, proactive, and ongoing engagement with community stakeholders throughout the planning and design phases. Engagement should include yet go beyond NEPA procedural requirements and involve collaboration with local jurisdictions, residents, and organizations to help ensure alignment with local planning and development goals. The DB Contractor must participate in the following specialized Community Planning Services:

1. NEPA REQUIRED COMMUNITY ENGAGEMENTS

   Participate in presenting project plans to affected communities' government and recognized organizations providing social, economic, and development services.

2. COMMUNITY ENGAGEMENT ACTIVITIES

   Participate in charrettes and workshops with community stakeholders and communities to support the integration of projects into applicable land and community social and economic development planning actions and plans.

   The DB Contractor must participate and provide support services including preparation of any of the following:

   Studies and presentation material associated with land acquisition, project status updates and risk assessments; regulatory compliance; and participation in public presentation meetings.

B. SITE-BUILDING INVESTIGATIONS

The DB Contractor must perform all site conditions investigation that is necessary to design - build and turn over the project scope. This includes reviewing and validating site conditions, performing geotechnical investigations, performing pre-alteration surveys, updating available as-built drawings, performing other surveys, exploratory demolition, and tests that are required to fully document the existing conditions of the site, utilities, and buildings.

1. SURVEYS AND GEOTECHNICAL REPORTS

   Geotechnical information provided with the solicitation is for informational purposes only. The DB Contractor must provide independent Survey and Geotechnical analysis, as described in 2025 PBS Core Building Standards

and the contract documents. Furthermore, the DB Contractor is responsible for full due diligence in regard to survey and geotechnical conditions for the sitework, building layout, design, and construction of the facility.

2. UTILITY COORDINATION

Refer to Section VI. Owner's Project Requirements for supplemental details regarding utilities.

All on-site utility services must be the responsibility of the DB Contractor. All associated utility and road work permits will be the responsibility of the DB Contractor. All permits, connection, and capacity fees must be the responsibility of the DB Contractor. The connection point for service onto the site, even if off-property, must be the responsibility of the DB Contractor, the connection point, associated infrastructure and equipment, and services onto the site, must be the responsibility of the DB Contractor.

All offsite utility improvements and upgrades, to extend services to the project site connection point, will be reimbursable by the Government, but coordinated by the DB Contractor. GSA may contract directly with the utility for these costs or via a contract modification to the design build contract.

The DB Contractor is responsible for delivering fully functional utilities to the building. During the design phase, the DB Contractor must coordinate with local utility companies to identify and coordinate all requirements, including coordinating schedule constraints. The DB Contractor must provide temporary power to support construction activities, coordinated with the utility delivery dates.

Before beginning construction, the DB Contractor will verify, through inspection and testing, the location, elevation, capacity and condition of all utilities, including electric, gas, telephone, communications, domestic water, sanitary/storm sewers, fire hydrant lines, etc. The DB Contractor must notify the GSA Project Manager and CMa the location of where excavation where buried utilities will take place, including the method of excavation, depth, and extent of trenching. The DB contractor will also make note in site plan(s) where excavation will take place off GSA property to connect with utility connections. Archeological monitoring may be required during ground disturbance.

3. ROADWAYS

The DB Contractor must coordinate with state and local authorities for roadway and signaling requirements associated with the development of the site for both temporary and permanent requirements. Scope of work includes all utility connection permits, payment of all utility permits, all required surveys, ALTA surveys, curb cuts, public roadways, traffic signals, signage, pavement markings, pedestrian and bicycle requirements, utility installation and relocations, fire department requirements, and all other work to meet state and local requirements.

4. FLOOD RISK

See Appendix for Enhanced Feasibility Study Documents.

5. DISASTER RESILIENCY, MANAGEMENT OF NONSTATIONARITY IN WEATHER AND EXTREME EVENTS

Per the 2025 PBS Core Building Standards, the DB Contractor for new construction and major modernization projects must:

a. Integrate forward-looking information in the design per the GSA provided Physical Security Assessment profile and statement or work for those prioritized project types described above,

b. Develop designs for the service life of the asset. Parts of the project may be designed for reliable performance throughout a building's lifespan; others may be adapted as conditions change.

c. Exercise professional judgment in the context of resilience for disasters, nonstationary weather and extremes and an evolving professional standard of care to support life safety and mission continuity.

C. DESIGN STAGE SERVICES

During the Design Phase, the DB Contractor's general design scope must include the following:

1. DESIGN PHASE

The DB Contractor must provide full design services, including developing plans from post-award concept through full construction documents for all site work, demolition, building construction, and remodel work at the El Paso Bridge of the Americas Land Port of Entry and in accordance with this Statement of Work.

2. EXISTING DOCUMENTATION

The DB Contractor must verify and correct any spatial deficiencies, code violations, and instances of the design not conforming to the Agreement. The DB Contractor must review existing documentation provided by GSA, including drawings, surveys, studies, and reports and verify the accuracy of all drawings, existing condition documents, and government furnished information. If existing documentation is unavailable, the DB Contractor must survey and record their findings for use in the project design.

3. PHASING REQUIREMENTS

The DB Contractor must develop accessible phasing plans and coordinate all phasing requirements with GSA, including working hours, materials delivery, access for workers, debris removal, and all other concerns related to the performance of construction work in occupied facilities under this contract.

4. REVIEW SUBMISSIONS

All DB Contractor design submissions must comply with the CBS Submittal Matrix, submission; electronic format, and PMIS process and distribution requirements.

5. TECHNOLOGY REQUIREMENTS

The DB Contractor must comply with the following Technology that includes Cyber, IT, Network Monitoring, Controls, and Smart Building requirements, refer to IT Security Procedural Guides. Failure to comply with the listed requirements may result in contract termination.

The DB Contractor must coordinate the design and construction drawings to ensure that all digital control systems and software meet the GSA-specific requirements. This will require the DB Contractor to schedule multiple reviews with GSA's Building Technology Services Division.

The DB Contractor shall ensure that all CBP technology has been approved by CBP prior to purchase and installation. The DB Contractor shall also ensure that all CBP technology is purchased and installed in accordance with CBP requirements and the Land Port of Entry Design Standard.

6. SECTION 106 COMPLIANCE REPORT

Each design submission must include a NHPA Section 106 Compliance Report documenting the development and analysis of preservation design alternatives in photographs, detailed drawings, and project descriptions explaining how the recommended solution addresses preservation issues raised by the project, refer to NHPA Section 106 Compliance Report.

7. DISCLOSURE

The DB Contractor must make full written disclosure to and obtain approval of the Contracting Officer prior to incorporating any proprietary features, products, or elements into the Contract Documents.

8. DEVIATIONS

The DB Contractor must provide a detailed, written report that separately lists all design elements that deviate from, are inconsistent with, or in any way conflict or otherwise seek to modify the Contract Documents, including but not limited to the OPR and the CBP Land Port of Entry Design Standard. The report must identify:

a. The design element

b. How that design element is inconsistent with the Contract Documents

c. The cost or price impact to the Government

d. Schedule impact

e. The benefit of the change

f. How the benefit outweighs the cost. The report must also include a thorough Life Cycle Cost Analysis that complies with the P-120, Public Buildings Service Cost and Schedule Management Policy Requirements, October 2022. Any such elements must not be incorporated or included in the design unless written approval is provided by the Contracting Officer.

g. The DB Contractor must also refer to Change Management.

D. POST-AWARD CONCEPT DESIGN PHASE

This Phase begins when the Contracting Officer issues a Notice to Proceed (NTP).

1. NOTICE TO PROCEED

A Notice to Proceed is a letter from the contracting officer to the DB Contractor. This notice will inform the DB Contractor of the date work can start. The date mentioned in the Notice to Proceed will be the official start of the contract. The contract duration will start at the start date listed within the NTP.

2. PROCUREMENT PHASE OWNER COMMENTS

Upon issuance of the NTP, GSA will provide a list of comments that were identified during the procurement phase. Shortly after NTP, the DB Contractor must attend the Clarification Meeting to coordinate a response plan for incorporation of the PROCUREMENT PHASE OWNER COMMENTS into the concept design (comments may include Peer and SME Reviews, etc.).

Refer to section POST-AWARD CONCEPT DESIGN UPDATE for additional information.

3. PARTNERING SESSIONS

The DB Contractor must participate in two (2) of partnering sessions that must include GSA, CMa, Occupant Agency representatives, CxP and other stakeholders as determined by the PM. The 8-hour sessions must be conducted at a location within close proximity to the Project Site, and facilitated by the CMa. The partnering sessions will occur at start of Design Concept Phase and prior to Construction Start. The primary objective is to implement the "Partnering Process" among the members of the project team. This will ostensibly result in the evolution of a cohesive, cooperative construction leadership team with a single set of goals and measurable objectives. Conflicting issues will be identified and a system to resolve them will be developed.

a. As needed by circumstances, additional Partnering sessions may be conducted on a “to be determined” basis by the Project Delivery Team.

b. Refer to GSA 01 31 00 PROJECT MANAGEMENT & COORDINATION specific requirements and guidance.

4. SPACE PROGRAM REVIEW WORKSHOPS

The DB Contractor must conduct a space program review workshop with each user group prior to the start of the Design Development Phase. The workshops are intended to validate requested changes to the OPR with the end users prior to the next level of design. In advance of the workshops the DB Contractor will have reconciled the floor plan areas with the GSA SDM Specialist.

Refer to the Housing Plan or Agency Program of Requirements.

5. SPACE PROGRAM RECONCILIATION

As an outcome of the Program Review Workshops the DB Contractor must submit a Program Reconciliation Report that documents any post-award changes to the OPR requirements. Changes to the OPR must be approved in writing by the CO prior to implementation into the project, refer to Change Management.

6. OPERATIONAL EXCELLENCE (OE) REQUIREMENTS

To meet the OE Program requirements, the DB Contractor must provide a new facility with optimal systems’ durability, maintainability, reliability, and efficiency of operations and ownership.

To do this the DB Contractor must:

a. Consult with GSA Property Management regarding operations and maintenance implications of designs, as well as service-enhancing and labor-reducing features being explored and evaluated as alternatives.

b. Evaluate operation and maintenance costs (including utility and repair/replacement costs) when selecting systems, materials, and finishes to meet OE requirements.

c. Design building spaces and systems to be safely and efficiently accessible, maintainable, and cleanable by building's services contracts staff---including operations and maintenance, janitorial, elevator/escalator maintenance, landscape maintenance, and snow removal staff.

d. DB Contractor shall provide locally available parts, materials, and systems, and specialized labor necessary to maintain and repair systems.

e. Design the Building Management System (BMS)/Building Automation System (BAS) and the Facility Management Office in the building, so that Property Management staff can efficiently and effectively control and monitor the building systems and equipment such as ventilation, lighting, power systems, fire systems and security. The design must support integration with GSAView (GSA's unified user interface) for operational technologies and comply with GSA's policies requiring open communication standards.

f. Design systems that minimize required routine maintenance periodicities.

g. Provide training as specified by Division One Specification GSA 01 82 00 DEMONSTRATION & TRAINING to staff during and after commissioning for architectural, security, transportation, mechanical, electrical, plumbing, BMS/BAS, lighting control, life-safety and fire protection/suppression systems, and specialty operational equipment.

7. DESIGN PHASE SEQUENCE / INCREMENTAL DESIGN PACKAGES & FAST TRACK CONSTRUCTION

The Design Phase work Sequence must correspond to the review stages listed in the Submittal Matrix, however, to take full advantage of the design-build process, the DB Contractor may develop and submit incremental design packages for major building components or other activities for approval by the Contracting Officer. In order to obtain the Contracting Officer's approval, the DB Contractor must first submit an Incremental Design Plan that describes the following:

a. Describe the purpose, content and sequence of the incremental design packages and the relationship to construction activities.

b. Describe the risk and mitigation strategies of implementing incremental design packages and fast track construction.

c. Describe impacts to third party contractors and vendors, i.e. M&V & Commissioning, etc.

d. Describe impacts to accessibility in each phase and ensure the facility is fully accessible throughout all phases.

8. PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS)

The DB Contractor must utilize PMIS for project communications, document posting, integration, collaboration and reporting. The current PMIS is Kahua.

9. ADDITIONAL STUDIES

The DB Contractor must recommend to the GSA PM additional studies, surveys, and reports that the DB Contractor considers reasonably necessary to adequately prepare the project for the design development and construction phases.

10. BIM COORDINATION

Refer to Building Information Modeling (BIM) and (COBie) and other Electronic Data for requirements.

The DB Contractor must:

a. Within 14 calendar days of contract NTP, submit draft of the GSA BIM Execution and COBie Information Plan v2024.2 (BEP & IDP) using the provided template for review. The DB Contractor must comply with the requirements in Division 1 Specifications GSA 01 36 00 COBie and 01 78 25 Building Information Modeling.

b. A BIM planning meeting must be held with the GSA once the project BIM team is assembled, the team has reviewed the GSA BIM, CDX and COBie standard, and prior to starting the Design Development phase of the project. Project Architect, lead MEP and other parties should be scheduled with the GSA project management team and GSA BIM Program.

c. The DB Contractor must update the BIM Execution Plan (BEP) and COBie Information Delivery Plan whenever changes to the team or BIM procedures occur and be reviewed and updated with each design submission.

11. INTEGRATED DESIGN REVIEW WORKSHOP (IDR)

To ensure occupant agency requirements are being met and interpreted correctly and in preparation for the Design Excellence Peer Review and Design Review Submissions, the DB Contractor will facilitate workshops that address and discuss SME comments. The DB Contractor must follow-up with responses on open comments not resolved in the workshop.

The IDRs should be conducted in advance of the DE Peer Review meetings in order for the project team to have productive discussions with the DE Peers in regard to issues raised by the IDR. Please note that it is not necessary for the DB Contractor to resolve IDR comments and resubmit new design documentation prior to the DE Peer Review. Resolution of IDR and Peer Review comments can be addressed at the same time in the following design submission. Other IDRs shall occur at with each design phase submission.

12. DESIGN EXCELLENCE PEER REVIEW

The review must be conducted in El Paso at a mutually agreeable location to be determined later. The DB Contractor must respond in writing (directly to the GSA PM) to the Peer recommendations that were not

satisfactorily resolved during the peer review discussion. GSA will provide written comments from the SMEs and Peers. The DB Contractor must respond in writing within seven calendar days of receipt.

If substantial comments remain open, either in quantity or substance, additional follow-on meetings with the Peers may be required to discuss the design approach and resolution of comments.

13. SELECTIVE DEMOLITION

The DB Contractor must prepare selective demolition drawings that are designed to confirm existing conditions through exploratory demolition. The DB Contractor must make occupied spaces safe and usable during and after these investigations. The DB Contractor must repair and patch existing materials that will remain following completion of the Work under the Agreement in accordance with GSA 01 73 10 CUTTING & PATCHING.

14. SITE ANALYSIS REPORT

Prior to submission of the Final Concept, the Design Builder must prepare a Site Analysis Report, including narratives and associated exhibits, to demonstrate the following analysis and certification of compliance with the requirements of the contract documents, including but not limited to:

a. All requirements of 2025 PBS Core Building Standards.

b. Site utilization plan, addressing access points, fencing and gates, material staging, delivery plan, site security, temporary utilities, temporary facilities, trailers, parking, etc.

c. The site plan must include space for Government temporary facilities and parking.

d. Emergency response plans, including emergency signaling, evacuation plan, staging areas and emergency responder notification procedures.

e. Local zoning, land-use, and other community planning and development directives that will impact the proposed design.

f. NEPA requirements and environmental constraints and mitigation methods, including stormwater wetlands and streams, forest conservation, bat habitat, pollinators (bees), etc.

g. Other Environmental and regulatory requirements, including state and local codes and ordinances.

h. EISA requirements.

i. Environmental permitting requirements, including erosion and sediment control, and Storm Water Pollution Prevention Plan.

j. Utility requirements, including applicable permits, connection and capacity fees, meter fees, coordination, and other requirements.

k. Traffic and roadway analysis and improvements.

l. Minimum setback and standoff lines required to meet security requirements.

m. Flood Hazard Information (up to date).

n. Geotechnical information.

o. Topographical information.

p. Landscaping information.

q. Identify all relevant local codes and standards.

r. Report on coordination activities with local officials such as fire marshal, planning director, public works director, other City officials, and others as applicable to identify local requirements and limitations.

s. Report on coordination activities with local authorities for compliance with state and local environmental requirements and limitations, including stormwater management plans and Coastal Zone Consistency.

t. Narrative to include accessibility, challenges to accessibility, any safety issues as they pertain to providing an accessible site, potential arrival points, etc.

15. DESIGN REVIEWS - PROCESS AND PROCEDURES

The DB Contractor must refer to the requirements that are set forth in the CBS Submittal Matrix and the OPR.

The DB Contractor must submit additional plans and reports containing conceptual layouts, sketches and concept design criteria with appropriate exhibits, sufficient to present the complete FINAL CONCEPT of the project, including all major elements of the building, including but not limited to system(s), machinery, equipment, structure, and site design.

a. The DB Contractor must submit the following with each design submission:

1) Owner's Project Requirements: The DB Contractor must assist the CMa in reviewing, coordinating, and updating GSA approved changes to the OPR and must incorporate those revisions into the BoD.

2) Basis Of Design (BoD): The DB Contractor must update the BoD with each Design Review submission.

3) BIM Documentation: This includes the BIM Execution Plan (BEP) & IDP, Native files and IFC exports of the BIM: The DB Contractor must update the BEP IDP with each Design Review submission.

4) DB Contractor prepared reports, plans, and exhibits must address all requirements as identified by the Contract Documents and must include but not be limited to structural concept, site utilization plan, space tabulations, floor plans, elevations, sections, study perspectives and other plans necessary to describe the project. The submittals must indicate how the design reflects the program objectives. The submittals must indicate any

reasonable, alternative solutions, and set forth the DB Contractor's findings and recommendations, including cost and schedule impacts.

b. The DB Contractor must continue to develop, refine, update, and otherwise revise reports, plans, exhibits, and other documents in order to obtain approval of an acceptable Final Concept Design that complies with the Contract Documents. During this phase of the project, the DB Contractor must:

1) Incorporate the Government's comments into the Final Concept Design or explain, in detail, why those comments cannot be incorporated into the Final Concept Design.

c. Integrated Design Review Workshop

IDRs must be the primary method for reviewing design deliverables. The DB Contractor must facilitate IDR design review meetings (GSA SMEs, O&M staff, RCA, CMa, CxP, and occupant agency representatives) during which all design work for that deliverable is visually demonstrated using the BIM as the primary communication tool.

1) The DB Contractor must plan to conduct focused IDR reviews with each tenant agency to ensure their program, adjacencies, swing space, etc. have been addressed.

2) The DB Contractor must conduct focused IDR reviews with O&M representatives, referring to Operations and Maintenance.

16. DESIGN SUBMISSION DELIVERABLES

Coordinate Design Submissions with the CBS Submittal Matrix. The Issue for Construction (IFC) requires electronic and hard copy submission. The other design submissions will be electronic only.

a. Submission Format

Each Design Submission requires:

1) Electronic submission through the PMIS which includes the following:

i. One consolidated, bookmarked, and searchable PDF containing all drawing files.

ii. Basis-Of-Design, equipment specs, calculation, cut sheets and code check as PDF.

iii. One Zip file containing design files in native, IFC, .DWG-exports of all project sheets, SDM area plans, and CDX/COBie export sheets.

iv. One consolidated and searchable PDF containing all specifications with bookmarks for major divisions.

v. One Zip file with individual specification sections as DOCX.

vi. Construction Submittal List as PDF.

vii. Project schedule in native file format.

viii. Project schedule as PDF

2) The Issue for Construction (IFC) Submission requires all items denoted in Items 1 and 2. The IFC Submission requires the following hard copies:

i. Three (3) full-size sets of drawings. Two (2) sets will be mailed to different locations – one (1) to the GSA PM and one (1) to the CBP PM. One (1) set for the site.

ii. Three (3) half-size sets of drawings. Two (2) sets will be mailed to different locations – one (1) to the GSA PM and one (1) to the CBP PM. One (1) set for the site.

iii. Three (3) hard-copy binders of the project specifications. Two (2) sets will be mailed to different locations – one (1) to the GSA PM and one (1) to the CBP PM. One (1) set for the site.

b. Reports, Calculations, Cut Sheets, Material Boards & Samples Deliverables

In General:

Formal Reviews must consist of the following - however other reports, investigations, analysis and drawings may be required of the A/E during the course of the design's development.

EXAMPLES

1) Basis of Design Report

2) Documents design intent; decisions made during design; design assumptions. Refer to the CBS performance tables.

3) Site Analysis Report

4) Geotechnical Investigation and Engineering Report

5) Calculations

6) Equipment selection and specification

7) Cut Sheets

8) Material Boards & Samples

9) Code Analysis & Fire Protection

10) Existing Conditions Report

11) Performance Matrix

12) Owner's Project Requirements (OPR)

13) Space Reconciliation Report

14) Other

c. Drawings

The DB Contractor must develop all contract drawings required to convey the project scope. The drawings must be scaled plans for each discipline required (architectural, mechanical, electrical, etc.), with separate sheets for new work and demolition, as well as enlarged floor plans, equipment details, riser diagrams, schedules, etc. Drawings must clearly distinguish between new and existing work. Drawings must show critical dimensions, including required clear space for access, use, and maintenance of equipment.

Each drawing's title block must indicate project title, project number, building name, building address, building number, DB's name, DB's address and/or phone number, contract number, drawing title, drawing type, drawing number, and key plan. Each title block must be consistent across all design disciplines. A cover sheet must be provided and must include a list of the drawings, legend, vicinity map, and location map in addition to all items required for each drawing. Each DB submission must be clearly dated and labeled (e.g. 35%, 65%). Each drawing sheet submitted must include a graphic scale in the lower right-hand portion of the sheet. The final set must be signed and sealed by a registered engineer and/or registered architect for the state in which the building is located. Drawings must be marked with appropriate CUI markings.

All contract drawings must be derived from the BIM design model, delivered in their original authoring format and pdf output, regardless of file type. In addition to the original authoring file type, CAD plans must be delivered at each submission. All CAD deliverables must comply with GSA's PBS CAD Standards, March 10, 2021.

The Contract Documents must sufficiently define the scope of work and must stand on their own.

Drawings and specifications must be fully coordinated to ensure that all necessary work and materials are included for an operational facility of finished appearance.

All BIM submissions must comply with the GSA National BIM, CDX & COBie Standard.

d. GSA's Division One Specifications

The DB Contractor must notify the CO of any conflicts in the GSA Division One sections with other requirements.

e. Technical Specifications

1) Project Specifications must be sufficiently detailed to direct the construction work outlined in this scope of work.

2) The DB Contractor must use the CSI (Construction Standards Institute) "MasterFormat" (latest versions) system as its project specifications format.

3) The DB's A/E Contractor must sign and seal the final version of the specifications. The A/E must supply .pdf and .docx versions of the specifications with each submission, along with the requested number of hard copies.

4) The Project Specifications must completely encompass the scope of work and design of the project. Extensive editing and additions to the above listed guide specifications will be required to tailor them to this scope of work.

5) The specifications must take into account a construction plan producing a minimum disruption of day-to-day activities, climate control, utilities, and services.

6) Specification of proprietary products is generally not permitted. Specification sections must be written to permit bidding by any supplier whose products meet the performance, technical, and physical requirements of the project. When only a single product is available from a sole source who will perform the required function, the DB's A/E Contractor must submit as early as possible a written justification to the COR/PM for acceptance by the Contracting Officer. The justification must include a complete description of the product, including the name, model and manufacturer's address, and the reasons for the proposed proprietary specification.

17. SAFEGUARDING ASSETS STATEMENT

The DB Contractor must update and submit the Safeguarding Assets Statement that was submitted with the DB Contractor's technical submission. The Statement page count is not limited as it was prior to award.

18. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The DB Contractor must ensure that the design complies with the analysis performed by GSA pursuant to the National Environmental Policy Act (NEPA). The DB Contractor must incorporate any mitigation measures that GSA will undertake into the design.

19. HISTORIC PRESERVATION (NHPA) SECTION 106

Resolution of the Section 106 consultation with the State Historic Preservation Office (SHPO) and other interested parties must be completed prior to construction. The DB Contractor should work with the GSA project team and historic preservation staff to incorporate the SHPO review process into the project schedule. The project team/SHPO should determine how this process should be sequenced to avoid construction delays.

20. RISK ANALYSIS REVIEW

The DB Contractor must refer to GENERAL REQUIREMENTS, Risk Management for requirements. In coordination with the CMa, the DB Contractor must evaluate and update the Risk Register on a monthly basis.

21. COMMISSIONING

The DB Contractor must coordinate Cx requirements with the CxP and CMa. The CxP shall develop the project Commissioning Plan during the design phase.

22. PROJECT READINESS CHECKLIST

    The DB Contractor must assist the GSA PM with the preparation of the Project Readiness Checklist.

23. GSA CONCURRENCE

    Prior to submitting Final Concept Design to the Contracting Officer for review and approval, the DB Contractor must first obtain the written concurrence of the GSA Project Manager that the submittal is ready for review. The Contracting Officer may reject a Final Concept Design submission that does not include the concurrence of the GSA and CBP Project Managers.

24. PRESENTATION OF THE FINAL CONCEPT DESIGN

    The DB Contractor must present the Final Design Concept to the:

    a. GSA Project Team and Stakeholder Representatives in El Paso, TX.

    b. GSA leadership and Occupant Agencies in El Paso, TX.

    c. PBS Commissioner in Washington, DC., refer to the Commissioner's Briefing.

25. COMMISSIONER'S BRIEFING PRESENTATION

    The DB Contractor must prepare and present a "Commissioner's Briefing" presentation which outlines the design, performance, and financial aspects of the Final Design Concept. The DB Contractor must have up to three (3) members of the design-build team present in the GSA Building in Washington DC for the presentation. The DB Contractor must coordinate the Commissioner's Briefing Presentation with the GSA Project Manager 60 calendar days prior to the scheduled presentation.

    a. The DB Contractor must provide 10 copies of color booklets, electronic presentation, and a physical 3D model.

26. FINAL CONCEPT APPROVAL

    The Contracting Officer must approve in writing the final concept design before the DB Contractor may proceed to the Design Development Phase.

E. DESIGN DEVELOPMENT (DD) PHASE

This Phase begins with the CO approval of the Final Concept Design. The DD phase will finalize the selection of type, size, and other material characteristics of all systems. Systems are not only structural, mechanical, fire protection, and electrical, but all other building components such as envelope (wall, window, and roof), interior (flooring, ceiling, and partitions), toilet and service rooms, elevators, and so on. The submission will consist of a combination of drawings, specifications, and BOD report (narrative, and calculations).

During DD Phase the DB Contractor must perform the following services and activities:

1. MEETINGS, REVIEW PROCEDURES, AND DELIVERABLES

For review procedures the DB Contractor must refer to DESIGN REVIEW - PROCESS and PROCEDURES.

For deliverables the DB Contractor must refer to CBS Submittal Matrix.

For DD and CD phase reviews, the DB Contractor must provide a document revision overlay for each design submission therein of what has changed within the submission from the previous. This speeds up the review process and provides transparency between all parties of any cost alignment the DB may have performed within the submission. The DB Contractor shall provide a narrative accompanying the submission similar to what may be issued with an ASI.

a. In addition to the CBS Submittal Matrix the DB Contractor must submit the following with the DD Phase Review submission.

1) Owner's Project Requirements (OPR): The DB Contractor must assist the CMa in reviewing, coordinating, and updating GSA approved changes to the OPR. The DB Contractor must incorporate the results of the OPR review into the design narratives.

2) Basis of Design Report: The DB Contractor must update the BoD with each Design Review submission.

3) BIM Execution Plan (BEP) and COBie Information Delivery Plan: The DB Contractor must include BEP and COBie Information Delivery Plan updates.

4) DB Contractor prepared reports, plans, and exhibits must address all requirements as identified by the Contract Documents and must include but not be limited to structural concept, site utilization plan, space tabulations, floor plans, elevations, sections, study perspectives, and other plans necessary to describe the Project. The submittals must indicate how the design reflects the program objectives. The submittals must indicate any reasonable, alternative solutions, and set forth the DB Contractor's findings and recommendations, including cost and schedule impacts.

5) ACCESSIBILITY REVIEW MEETING: review accessibility compliance and any issues with access from site arrival points to building entrances, accessible parking in parking facilities, challenges to accessibility in building and site. waiver requests or pre-approved waiver presentations

6) DRAFT Measurement & Verification Plan

The DB Contractor must refer to for additional requirements. The draft plan must identify systems and equipment that will require M&V and define what that M&V report consists of, per ASHRAE guideline (e.g. BTU meters, CVs at each circuit, etc.)

7) List of Required Permits and Reports

The DB Contractor must provide the Contracting Officer with a complete and accurate list of all:

i. Permits that are required for any of the work to be performed on the project;

ii. Reports of any kind that are required to be filed or otherwise submitted to any federal, state, or local government entity. The submission must separately list:

a. Brief description of the permit or report.

b. Entity that is responsible for preparing, submitting, obtaining, acquiring, or paying for the permit.

c. Entity that is responsible for preparing, submitting, obtaining, acquiring, or paying for the report.

d. When the permit or report needs to be filed.

e. Whether the permit or report is on the critical path of the project.

2. DESIGN REFINEMENT

The DB Contractor must continue to develop, refine, update, and otherwise revise any reports, plans, exhibits, and other documents in order to obtain approval of an acceptable Design Development Phase product that complies with the Contract Documents. During this phase of the project, the DB Contractor must:

a. Incorporate the Government's comments into the Concept Design or

b. Explain, in detail, why those comments should or cannot be incorporated into the Concept Design.

3. SPACE PLANNING

The DB Contractor must present the preliminary and intermediate space plans to GSA, CBP, and other occupant agencies; obtain written comments, and incorporate changes as appropriate. The DB Contractor must coordinate with the GSA SDM Specialist regarding the identification of public, restricted, and secure circulation and the calculation of those areas, etc. prior to GSA and occupant agency reviews. After obtaining written CO approval the DB Contractor must prepare the final space plan documents that will accompany the DD submission.

Space planning efforts and documentation will be developed using BIM software, and related plans, schedules and related artifacts will be derived from the model. The models will contain data required by the GSA Common Data Exchange related to SDM attributes.

a. Color code circulation (public, restricted, and secure).

b. Room names and numbers.

c. Partition types.

d. Location of all electrical, telecommunications, special equipment, and data outlets (including cameras, speakers, duress alarms, technology, security devices, card readers, etc.)

e. Location of all special equipment and furniture.

f. Location of all egress and accessible routes.

g. Anticipated systems furniture layouts.

h. Door types and swings to include clear floor areas as defined in ABAAS Ch4.

i. Hardware types, finishes, and keying hierarchy narrative.

j. Area per work unit in net square feet to the inside of the wall surface.

k. Coordinate with Occupant Agency AV IT representative and/or consultant for locations of back boxes and infrastructure sizes.

4. CONSTRUCTION WORK SEQUENCING AND COORDINATION PLAN

In coordination with GSA, the DB Contractor must develop, maintain, and update a construction work sequence plan. The Construction Work Sequence Plan must address:

a. Construction phasing approach.

b. CD design review packages to support fast track construction.

c. Submittal schedule for government review of work packages.

d. Schedules for award of subcontract construction packages, including procurement cycles, submittal approvals, construction delivery, and testing/commissioning.

e. Possible labor and/or material shortages.

f. Ordering of long-lead delivery materials.

5. MOCK-UP'S AND TESTING

The DB Contractor must provide physical and virtual mockups as necessary to facilitate design stage systems testing and/or decision making. Refer to GSA 014000 QUALITY ASSURANCE & CONTROL REQUIREMENTS GUIDANCE for requirements.

6. ADDITIONAL DATA, SERVICES, OR TESTING

The DB Contractor must advise the Contracting Officer in writing if any additional data, services, or testing are either required or recommended (in the DB Contractor's professional judgment) and are not part of the DB Contractor's scope of work pursuant to the Contract Documents. The DB Contractor may only obtain such data, services, or testing as directed in writing by the Contracting Officer. The list of such additional data, services, or testing includes, but is not limited to:

a. Borings, probing and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment.

b. Appropriate professional interpretations of the foregoing.

7. SYSTEMS SELECTIONS ANALYSIS MEETINGS

Prior to the IDR the DB Contractor must conduct systems selection analysis meetings with the Project Delivery Team including GSA, the CMa, CxP, occupant agencies, and the GSA O&M representatives. The DB Contractor must prepare supporting analyses, calculations, supporting documentation, alternatives, trade-offs, optimizations, and life-cycle analysis for presentation at the meeting.

The DB Contractor shall evaluate and implement opportunities for early procurement of building systems, equipment, and other critical materials when such actions offer demonstrable benefits to project cost or schedule. Given the time-sensitive nature of this project, the Contractor is expected to proactively identify and pursue procurement strategies that enhance overall efficiency and support timely project delivery.

8. DESIGN QUALITY REVIEW

The DB Contractor must participate in Design Quality Reviews that will be performed by an independent third-party review team, refer to DESIGN QUALITY CONTROL AND QUALITY ASSURANCE.

9. COMMISSIONING

The DB Contractor must refer to the Commissioning Plan for the CxP's Preliminary Commissioning Plan.

Additionally, the DB Contractor must:

a. Review and comment on the CxP's commissioning record outline.

b. Review and comment on the CxP commissioning plan updates defining roles and responsibilities for the Project Delivery Team members in managing the commissioning during the Design Stage.

c. Participate in Design Stage commissioning coordination meetings with the Project Delivery Team.

10. FIRE PROTECTION CERTIFICATION

The DB Contractor must participate in meetings with the GSA Authority Having Jurisdiction (AHJ) to review design compliance with all applicable codes and CBS requirements. This review must occur at each design phase submission. The DB Contractor must refer to the Submittal Matrix.

11. PHYSICAL SECURITY REVIEW MEETING

The DB Contractor must conduct a security review meeting with GSA and occupant agency participants. DB Contractor participants must include landscape/civil designer, architectural team, ballistics and blast specialists as well as any other security consultants that are part of the DB Contractor Design Team. The purpose of the meeting is to review and confirm security assumptions and criteria that were established in the RFP package.

12. NEPA COORDINATION

The DB Contractor must coordinate with the GSA environmental consultant to ensure that the design is coordinated with the NEPA environmental impact statement. Refer to NATIONAL ENVIRONMENTAL POLICY ACT (NEPA).

13. HISTORIC PRESERVATION (NHPA) SECTION 106 COMPLIANCE

The DB Contractor must integrate and refine the design to satisfy compliance with GSA's agreements with the State Historic Preservation Office (SHPO).

Although unlikely, the proposed project could encounter buried archaeological resources and, therefore, will require consultation with the State Historic Preservation Officer (SHPO) and other consulting parties, as defined under Section 106 of the National Historic Preservation Act (NHPA). GSA will initiate consultation with the SHPO based on the proposed design prepared by the Design-Build (DB) Contractor and in the event of an archaeological discovery during ground disturbing activities.

The DB Contractor's team shall include a qualified consulting archaeologist to ensure a timely response in the event of an archaeological discovery during construction. This team member must include SOI-qualified archaeologist located within Texas or New Mexico to allow for prompt on-site coordination. GSA Historic Preservation staff will provide oversight and coordinate closely with the consulting archaeologist to ensure compliance with Section 106 requirements.

14. ART IN ARCHITECTURE COORDINATION

Conduct DD Phase coordination meeting(s) to ensure that Art in Architecture installation requirements are supported in the DB's DD submissions. Ensure that any necessary structural support and utilities required by the artwork are incorporated into all appropriate drawings and specifications.

15. DESIGN REVIEW

The DB Contractor must facilitate the design review meetings, attended by the Project Delivery Team, during which all design work for that deliverable is visually demonstrated using the BIM as the primary communication tool. Review processes and procedures are described in Communications Plan and Design Review - Process and Procedures.

a. The DB Contractor must conduct focused design reviews with each occupant agency to ensure that their program, adjacencies, swing space, etc. have been addressed to their satisfaction.

b. The DB Contractor must conduct focused design reviews with GSA O&M representatives and the Project Delivery Team. The DB Contractor must prepare supporting analyses, calculations, supporting documentation, alternatives, trade-offs, optimizations and life-cycle analysis for preview in advance of the review.

16. GSA CONCURRENCE

Prior to submitting the final DD Phase documents to the Contracting Officer for review and approval, the DB Contractor must first obtain the written concurrence of the GSA Project Manager that the submittal is ready for

review. The Contracting Officer may reject any final DD Phase submittal that does not include the concurrence of the GSA and CBP Project Managers.

17. PRESENTATION OF THE DD

The DB Contractor must present the final DD to the:

a. GSA Project Team and Stakeholder Representatives virtually.

b. GSA leadership and Occupant Agencies at the Office Building virtually.

c. Prior to proceeding to the Contract Documents Phase, the Contracting Officer must have approved the final Design Development submission.

18. DESIGN DEVELOPMENT APPROVAL

The CO may approve the DD Submission after the DB Contractor satisfactorily responds in writing to the Design Development submission review comments. Once the CO provides the written approval the DB Contractor may proceed with the development of the Construction Document Phase.

F. CONSTRUCTION DOCUMENTS (CD) PHASE

The purpose of the CD Phase is to provide a set of detailed and coordinated (65%, 95%, FINAL CD/IFC) submissions that become the documents to construct the project. The construction documents must be complete, coordinated between disciplines, readable, and buildable, with no room for unreasonable additional interpretation. They must be produced in a general fashion that any construction DB Contractor nationwide can understand. Designs must be illustrated to distinguish between existing construction and new work. They must be clear enough to result in a single interpretation of a specific set of data or facts. Language used in the specifications must be consistent and complementary to notes on the drawings. The documents must avoid using terms that the design specialist may know, but which have nothing to do with the purchase and installation of a product.

During the CD Phase the DB Contractor must perform the following services and activities:

1. MEETINGS, REVIEW PROCEDURES, AND DELIVERABLES

For review procedures refer to Design Review - Process and Procedures.

For deliverables the DB Contractor must refer to the Submittal Matrix

a. In addition, the DB Contractor must submit the following with each of the CD Phase submissions:

1) Updated Owner's Project Requirements (OPR). The DB Contractor must integrate final GSA approved revisions.

2) Updated BASIS OF DESIGN (BOD).

3) Updated BIM Execution Plan (BEP) and COBie Information Delivery Plan, native BIM authoring files and other related BIM artifacts

4) DB Contractor prepared reports, plans, and exhibits must be updated and finalized.

5) Commissioning Specifications

Review and comment on GSA commissioning specifications for all commissioned equipment and integrate the commissioning specifications into the construction specifications for DB Contractor self-performed work and subcontracts.

6) Systems Manual Outline

The DB Contractor must review and provide written comments to the GSA systems manual outline.

7) Construction Work Sequencing and Coordination Plan

The DB Contractor must provide an updated construction work allocation plan, that includes a breakdown of the planned construction work sequencing, timing, and required coordination among the DB Contractor and the subcontractors with each submission of the Construction Documents.

8) Pre-Final Measurement & Verification Plan & Final M&V Plan

The M&V plan must be updated to include M&V equipment specifications and describe the intent of the associated integration with the BAS (or local readout to capture results of M&V). The DB Contractor must ensure the plan is in compliance with national guidelines and standards.

The DB Contractor must refer to Measurement and Verification for additional requirements.

9) Testing & Inspection Plan

The DB Contractor must develop a testing and inspection plan that will be reviewed and approved by GSA and the CMa. The plan will be based on industry standard tests and inspections for the construction activities being employed on this project. The DB Contractor will be responsible for hiring a 3rd party testing and inspection DB Contractor to implement this plan. All reports will be reviewed by the engineer of record and the CMa.

Refer to 01 40 00 QA & QC REQUIREMENTS.

2. CONSTRUCTION DOCUMENTS COORDINATION - SPECIAL EMPHASIS COORDINATION

The DB Contractor must anticipate finalizing design details and specifications with focused reviews on, but not limited to the following:

a. The Envelope Integrity meeting must focus on details and specifications to review thermal and moisture integrity.

b. O&M Review and Coordination Meeting: The DB Contractor must identify all manufacturer recommended operating, maintenance, and cleaning best practices for major features, systems, and

equipment. The DB Contractor must conduct a meeting with GSA O&M representatives to define specification requirements for service agreements, warranties, and turn-over related training.

c. The DB Contractor shall provide an Asset Inventory (Equipment List) with each submission of the Construction Documents. The Asset Inventory shall provide associated preventative maintenance requirements and schedules. The Asset Inventory will be reviewed by GSA against best practices and Operational Excellence guidelines for successful procurement of O&M services timely so that the O&M/PM program can begin at Substantial Completion.

d. This meeting should specifically address any specialty, custom, or unique equipment and infrastructure systems that are not industry standard or prevalent at the time i.e., green or emerging tech.

e. The DB Contractor must coordinate tenant agency voice/data, AV, and security system infrastructure (backbone) and pathway enclosure requirements.

f. The DB Contractor must coordinate building-wide integration of safety/security/building automation systems and controls, both internal and external (remote) to the building.

g. The DB Contractor must coordinate Construction Delivery Phase operational security requirements in the construction specifications.

h. Coordinate contract requirements for providing and installing electronic security systems (e.g. access control, CCTV, etc.) addressing space, equipment and services.

i. The DB Contractor must coordinate with occupant agencies to develop agency specific security construction requirements.

j. The DB Contractor must develop and include in the construction specifications a list of all government furnished property. Coordinate with GSA and CMa.

k. The DB Contractor must coordinate roles and responsibilities for providing backbone telecommunications systems, equipment, and services.

l. The DB Contractor must coordinate roles and responsibilities for providing and installing terminal telecommunication devices (floor/wall plugs and jacks).

m. The DB Contractor must define project related telecommunications work within the construction specifications, coordinating with GSA and impacted occupant agencies.

n. The DB Contractor must ensure all construction mobilization issues such as site access, staging, trailers, perimeter security, street closures, permits, etc. are addressed in the construction specifications.

o. The DB Contractor must coordinate with the GSA Document Manager to log and route the CD/IFC submission into the PMIS, CFR, or archival soft or hardcopy storage as required.

p. Art in Architecture Document Coordination - Conduct CD Phase coordination meeting(s) to ensure that Art in Architecture installation requirements are supported in the CD submissions. Ensure that any necessary structural support and utilities required by the artwork are incorporated into all appropriate drawings and specifications.

3. GSA CONCURRENCE

Prior to each CD submission (65%, 95%, and CD/IFC) to the Contracting Officer for review and approval, the DB Contractor must first obtain the written concurrence of the GSA Project Manager that the submittal is ready for review. The Contracting Officer may reject any submission that does not include the concurrence of the GSA and CBP Project Managers.

4. PRESENTATION OF THE CONSTRUCTION DOCUMENT SUBMISSIONS (65, 95, FINAL CD/IFC)

The DB Contractor must present the CD submissions to the:

a. GSA Project Team and Stakeholder Representatives virtually.

b. GSA leadership and Occupant Agencies at the Office virtually.

5. PRE-NTP SUBMITTAL REVIEW AND ACCEPTANCE

a. The Contracting Officer must approve in writing the final CD submission before the DB Team may proceed to the construction phase.
b. Prior to the CO Issuance of the Construction NTP, the DB Contractor must submit for GSA PM and CMa review and acceptance of the following:

1) Construction Safety & Health Plan

2) Construction Site Logistics & Phasing Plan

3) Contractor's Hazard Communication Plan (HCP)

4) Contractor's Quality-Control Plan

6. CO APPROVAL

The Contracting Officer must approve in writing the final CD submission before the DB Contractor may proceed to the Construction Phase.

G. CONSTRUCTION SERVICES STAGE

In General:

The DB Contractor must construct the project in accordance with the requirements of this Statement of Work, other portions of the contract, and the construction documents prepared by the DB Contractor, reviewed, and approved by GSA.

1. SPECIAL EMPHASIS RESPONSIBILITIES

The DB Contractor is responsible for the following services and activities, and must complete them accordingly:

a. Assign a Superintendent to be onsite at all times during any level of field activity including but not limited to after-hours work, 3rd party inspections and testing, site investigations, Government and/or CMa site visits, and utility shutdowns.

b. Purchase, delivery, and installation of all materials, equipment, and related services and other items, (unless noted on the CDs as government furnished or installed (GFE, GFI, or GFGI).

c. Means and methods of construction for all aspects of the project.

d. Contractor shall maintain a minimum of 420 parking spaces designated for the use of the General Services Administration (GSA), Customs and Border Protection (CBP), U.S. Department of Agriculture (USDA), Federal Motor Carrier Safety Administration (FMCSA), U.S. Food and Drug Administration (FDA), TABC, U.S. Fish & Wildlife, GOVs & Visitor Parking on-site during construction. Visitor parking shall be securely separated from government vehicle parking with temporary fencing.

e. It is conceivable that sufficient parking, designated for the use of CBP, TABC, U.S. Fish & Wildlife, GOVs & Visitor Parking will not be available on-site. As such, any off-site alternative parking facilities provided for the aforementioned agencies shall be provided with a level of protection consistent with the U.S. CBP Land Port of Entry Design Standard and the CBP Physical Security HB1400-2C December 2025(PSPPH).

f. Port shall be required to maintain operations throughout construction. Special considerations will be given to short duration LPOE and area specific shutdowns. Shutdown timing requests must be coordinated and accepted by all stakeholders. It is expected that shutdowns be made during off peak hours and minimized to the greatest extent possible. Reference 01 10 01 – OPERATIONAL IMPACT PLAN.

g. Coordination of construction phasing shall be maintained for the life of the project for both internal and external stakeholders. Phasing shall be designed and accomplished to minimize impacts to operations of the port to the greatest extent possible and avoid “shutting down” pedestrian and vehicular operations for extended periods of time.

h. All Commercial traffic operations will be shut down at the start of construction and will require GSA approval and 6 months advance public notice on the BOTA project. Commercial traffic operations can be shut down within 60 calendar days of contractor site mobilization.

2. PRE-CONSTRUCTION MEETING

The DB Contractor must host a one (1) day kick-off meeting at a location within close proximity to the project site to be determined by the DB Contractor with the Project Delivery Team members. Costs associated with the Kick-off meeting shall be included in the contractor’s proposal.

The kick-off meeting must thoroughly review all important documents, policies & procedures, roles & responsibilities, communications with the DB Contactor.

a. Introductions

b. Site walk-thru

c. Design Presentation: The DB Contractor must present the Pre-Award Design Concept update.

d. The DB Contractor must present the Project Management and Communications Plan.

e. The DB Contractor must present the Preliminary SCHEDULE, refer to GSA 013110 PROSPECTUS CPM SCHEDULE SPECS.

f. The DB Contractor must participate in an ALIGNMENT review session with the project team to confirm the OPR.

g. Contract Close-Out expectations and process for successful project completion.

h. Other Topics as appropriate, i.e. Community Engagement, Contract Terms and Requirements, security clearance requirements, etc.

3. CONSTRUCTION START COORDINATION

The DB Contractor must participate in and/or lead meetings and activities including but not limited to pre-construction meetings, submittal review meetings, inspections, etc.

a. Pre-Construction Meeting requirements refer to GSA 01 31 00 PROJECT MANAGEMENT & COORDINATION.

b. The Pre-Construction conference will be conducted at the BOTA LPOE project site.

c. DB Contractor phasing, staging and lay-down plans must clearly identify where building materials, equipment, etc. will be stored on site, and what the dimensional constraints of those storage areas are.

d. Groundbreaking Ceremony: The DB Contractor must refer to the Grounding and Dedication Ceremonies for requirements. Refer to GSA 01 21 00 ALLOWANCES.

e. Preconstruction Photographs: Refer to GSA 01 32 20 PHOTOGRAPHIC DOCUMENTATION for requirements.

f. The DB Contractors must document pre-construction conditions prior to the commencement of construction.

4. CONSTRUCTION ADMINISTRATION

a. The DB Contractor must provide and furnish a Project Office that satisfies the requirements GSA 01 50 00 TEMPORARY FACILITIES.

b. The DB Contractor must comply with the requirements of GSA 01 31 00 PROJECT MANAGEMENT & COORDINATION.

5. CONSTRUCTION PROGRESS PHOTOS, WEB-CAM AND VIRTUAL INSPECTIONS

The DB Contractor must record construction progress photos and host a webcam during the construction phase of the project. There will be NO photographs of CBP officers. Refer to GSA 01 32 20 PHOTOGRAPHIC DOCUMENTATION.

6. SITE SAFETY AND SECURITY

   The DB Contractor is responsible for all site security and safety measures including but not limited to fencing, barricades, etc. Develop a site safety and security orientation, badging and visitor protocol. Coordinate with CMa on safety and security requirements. Refer to 01 59 30 SECURITY REGULATIONS.

7. CONSTRUCTION PHASE RECORD KEEPING AND REPORTING

   The CMa will have the primary responsibility for maintaining the GSA project file and master record of the project. The DB Contractor must provide the CMa with all information requested in order to keep files and records up to date. Refer to GSA 01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION.

8. CONSTRUCTION SAFETY PROGRAM

   Refer to GSA 01 59 50 SAFETY & HEALTH for requirements.

9. PROJECT PROGRESS MEETINGS

   The DB Contractor must refer to the Communications Plan, sub-section 7.6 Project Meetings and GSA 01 31 00 PROJECT MANAGEMENT & COORDINATION.

10. CONSTRUCTION SCHEDULES

    a. The DB Contractor must provide and maintain construction schedules in accordance with the requirements provided in GSA 01 31 00 PROJECT MANAGEMENT & COORDINATION. Reference 01 31 10 CPM SCHEDULING requirements for documenting weather days and time frames for reporting.

    b. Regular progress updates must be provided in the native construction schedule format, as well as .pdf, for GSA/CMa review.

    c. The CMa will review the DB Contractor schedules for completeness and appropriateness and recommend approval, rejection, or revisions to GSA.

    d. The CMa will integrate the approved DB Contractor schedules within the master project schedule, incorporating activities of GSA, the CxP, other DB Contractors, and other involved parties.

    e. The CMa will continuously monitor actual progress against the master project schedule, identify any delays or potential delays and immediately notify GSA of such delays or potential delays.

11. GSA SUBMITTAL PROCESSING

    a. The DB Contractor must comply with the requirements of GSA 01 33 00 SUBMITTAL PROCEDURES.

    b. Prepare and submit a submittal schedule in accordance with Division 1 of the construction specifications. Transmit all required submittals to the CMa, who will coordinate with GSA and the CxP. All submittals must use the PMIS or an agreed upon method for transmission and tracking. Ensure that all subcontractors understand, agree to, and conform to their respective roles, responsibilities, and timeliness requirements for submittal processing.

c. Refer to FAR 52.236-21, and GSAM 552.236-72 Specifications and Drawings for Construction, for submittal and shop drawing review requirements and Submittals.

d. The DB Contractor shall evaluate and implement opportunities for early procurement of building systems, equipment, and other critical materials when such actions offer demonstrable benefits to project cost or schedule. Given the time-sensitive nature of this project, the Contractor is expected to proactively identify and pursue procurement strategies that enhance overall efficiency and support timely project delivery.

12. INSPECTION AND TESTING

a. The DB Contractor must comply with the following requirements: GSA 01 40 00 QUALITY ASSURANCE & CONTROL REQUIREMENTS GUIDANCE, GSA 01 41 00 STRUCTURAL TESTING LABORATORY SERVICES, GSA 01 40 25 QUALITY CONTROL TESTING FOR AIR BARRIERS, GSA 01 91 13 COMMISSIONING and GSA 01 91 19 BUILDING ENCLOSURE COMMISSIONING.

b. Develop an overall field Testing & Inspection Plan. (e.g., soil bearing and compaction, concrete strengths, HVAC and HVAC Controls performance, Lighting and Lighting Controls performance, and any Renewable Energy Systems, etc.)

c. Conduct inspections and tests as required by the construction specifications. Coordinate with local municipal officials for inspections.

d. Conduct construction safety (OSHA) inspections as required. Refer to CBS Occupational Safety and Health Regulations

13. REQUESTS FOR INFORMATION

a. Using PMIS and in accordance with procedures approved by GSA, the DB Contractor must promptly submit to GSA and the CMa a written request for information (RFI) to request clarification of any apparent conflicts, ambiguities, or omissions in the DB contract requirements. Ensure that all sub-DB Contractors understand, agree to, and conform with their respective roles, responsibilities, and timeliness requirements for RFI processing.

b. Each RFI must include a specific description of the issue requiring clarification, citing the specific related contract documents requiring clarification. RFI's should only be submitted after performing due diligence to confirm that the contract requirements in question are in fact unclear or otherwise inadequate.

c. Upon receipt of the response to each RFI submitted, coordinate the response with all involved sub-DB Contractors to ensure understanding and appropriate action.

d. The DB Contractor must notify GSA of cost impacts prior to commencing any work resulting from the RFI response.

14. AS-BUILT DRAWINGS & SPECIFICATIONS | PROJECT RECORD DOCUMENTS

a. The DB Contractor must comply with the requirements of the GSA 01 78 10 PROJECT RECORD DOCUMENTS. As-built Drawings shall be kept up to date and on hand in the DB Contractor's onsite

office. Drawings shall be updated as underground work is installed. Redline as-builts shall be completed with accurate GPS locations and elevations of work in place at the time of installation. These shall be made available for use at any time during the construction of the project. As-builts shall be submitted for review and approval with each application for payment.

b. The DB Contractor must update BIM(s), COBie data and CAD construction drawings (derived from the BIM) and electronic specifications to document changes that occur, or unforeseen conditions impacting delivered work during construction. As-Built models will be populated with accurate data required by the GSA National BIM, CDX & COBie Standard and Common Data Exchange.

c. At a minimum the DB Contractor must update the Project Record Documents (including BIM) at the 30%, 60%, and 90% construction complete basis to reflect as-built conditions, field changes, scope changes, or other changes to the design and construction documents. Refer to GSA 01 30 00 PROJECT COORDINATION SYSTEM.

15. DB CONTRACTOR PAYMENT REQUEST

The DB Contractor must refer to Administrative Procedures and coordinate with spec GSA 01 29 00 PAYMENT PROCEDURES.

16. CONSTRUCTION EXCELLENCE (CE) PEER REVIEWS (PR)

The DB Contractor's key personnel must attend and participate in three (3) CEPR, typically conducted at approximately 15% and 60% and construction completion. Each CEPR is expected to last (2) days and will be held at the project site.

The DB Contractor's key personnel must at a minimum, Project Executive, AE Design Manager, onsite Project Manager, and Superintendent must participate.

17. LESSONS LEARNED / BEST PRACTICES WORKSHOP

The DB Contractor's key personnel must attend and participate in a Lessons Learned / BEST PRACTICES Workshop, typically conducted at approximately 90% construction completion. The session will be facilitated by others. The session is expected to last half (1/2) day to one (1) day and will be held at the project site. Provide optional pricing for virtual in lieu of in person.

The DB must at a minimum be represented by the Project Executive, AE Design Manager, onsite Project Manager and Superintendent.

18. CONSTRUCTION PHASE COMMISSIONING

a. The DB Contractor must refer to the requirements in Division One Specifications sections, GSA 01 91 19 BUILDING ENCLOSURE COMMISSIONING and GSA 01 91 13 COMMISSIONING.

b. During the Construction Phase, the DB Contractor must coordinate its testing, inspection, and quality assurance activities with the GSA independent CxP. Elements of the DB Contractor quality control plan for all systems, assemblies, and equipment may overlap elements of the commissioning requirements which must be independently verified by GSA. The DB Contractor must perform Construction Phase commissioning support services as described below.

c. The CxP will update and refine the commissioning plan, defining all Construction and Phase commissioning roles and responsibilities specific to testing and inspection of commissioned systems and building features and performance of special testing. The CxP will maintain and update the commissioning plan, including revisions required to keep the commissioning plan current throughout the Construction Phase, and will submit periodic updates of the commissioning plan throughout the Construction Phase.

d. The following are areas of support anticipated by the DB Contractor related to commissioning efforts.

1) Construction Phase Commissioning Plan Updates: The DB Contractor must review and comment on the CxP Construction Phase updates.

2) Commissioning Schedule: The DB Contractor must review and comment on the CxP's commissioning schedule, and to coordinate the commissioning work with the Project Delivery Team to ensure that commissioning activities are integrated into the construction schedule.

3) Construction Phase Commissioning Coordination: The DB Contractor must participate in the CxP's coordination meetings.

4) Systems Coordination Plans: The DB Contractor must prepare and submit systems coordination plans as described in GSA 01 91 19 BUILDING ENCLOSURE COMMISSIONING and GSA 01 91 13 COMMISSIONING.

5) Commissioning Testing and Inspection Procedures

The DB Contractor must:

i. Provide GSA with information required to perform commissioning tasks, including O&M materials and DB Contractor start-up and checkout procedures.

ii. Before systems start-up, assist GSA in coordinating with DB Contractors and design engineers to obtain information and clarity on control sequences and interlocks as necessary to develop detailed testing procedures and an enhanced systems start-up and initial systems checkout plan.

iii. Review and comment on the step-by-step commissioning test procedures for commissioned systems, including pre-functional test (PFT) procedures, functional performance test (FPT) procedures, and documentation forms and construction checklists for all commissioned equipment and assemblies.

iv. Test procedures must include manual functional testing and energy management control system trending and may include stand-alone data-logger monitoring.

v. Assist GSA in preparing an enhanced start-up and initial systems checkout plan with DB Contractors for commissioned equipment.

vi. Complete the construction checklists as the work is accomplished.

6) Commissioning Testing Inspection

i. The DB Contractor must: coordinate with the CxP and involve subDB Contractors as necessary to facilitate performance of independent commissioning testing and inspection. Systems to be tested are provided in the Commissioning Plan.

ii. The DB Contractor must coordinate with the CMa, CxP and involve subcontractors as necessary to facilitate performance of retesting and re-inspection as required if initial testing and inspection indicates performance deficiencies.

iii. The DB Contractor must assist the CxP in coordinating the scheduling of off-site testing (such as blast), and mockups. Review and comment on CxP special testing reports, as appropriate, for building diagnostics tests of critical components and systems.

iv. The Contracts must assist the CxP in verifying proper installation of commissioned components and systems.

v. The DB Contractor must provide the CxP with all subcontractor functional testing records for commissioned systems and assemblies.

7) Commissioning Inspection Reports

The DB Contractor must review and comment on the CxP commissioning inspection reports.

8) Commissioning Test Certifications

The DB Contractor must assist the CxP in assembling and reviewing all commissioning certifications described in the testing and inspection procedures.

9) Commissioning Testing Logs

The DB Contractor must resolve failures reported in the commissioning issues log.

10) Pre-Turn Over

The DB Contractor must attend a one-day pre-turn over meeting facilitated by the CxP. The meeting will be conducted approximately sixty (60) calendar days in advance of substantial completion. The main purpose of the meeting is to identify materials and systems that may require special consideration in the efficient operation and maintenance of the facility.

H. ART IN ARCHITECTURE PROGRAM INSTALLATION & COORDINATION STAGE

The DB Contractor must perform all work necessary to coordinate the delivery and installation of the artwork that will be separately procured by GSA through the Art in Architecture Program. Such work may include, but is not limited to, site preparation, structural elements, lighting and/or electrical elements, storage, and installation. Since the artwork will not be determined until after award, a modification to the contract will be executed when all details related to the artwork installation are fully developed. Refer to 01 21 00 ALLOWANCES.

I. CLOSEOUT & TURNOVER STAGE

The DB Contractor must refer to the requirements GSA 01 77 00 CLOSEOUT PROCEDURES.

1. PUNCH LIST

    a. After the GSA certification that the work for each designated portion thereof is substantially complete, the DB Contractor must assist GSA in conducting a final inspection and in preparation of a Punch List documents the remaining work.

    b. The DB Contractor must participate with GSA in conducting follow-up inspections to administer resolution of Punch List items, involving the CMa, the CxP, occupant agencies and other stakeholders as appropriate.

    c. DB Contractor pre-punch to identify and correct items before the Government is requested to walk the project for the formal Punch List.

    d. Government/Tenant Punch List to identify items requiring correction. The Government and occupying tenants will walk the project together and generate one Punch List.

    e. DB Contractor activity to correct the Punch List.

    f. Participate with GSA in conducting follow-up inspections to administer resolution of Punch List items Limited Architectural acceptance.

2. ACCEPTANCE

    Although the Punch List will occur by building level (or area), warranties for building systems will not begin until the final acceptance of the building by the Government. The project will not be accepted by the Government until testing and acceptance of the life safety systems by the GSA Fire Protection Engineer and the letter of Substantial Completion has been issued by the Contracting Officer.

3. SUBSTANTIAL COMPLETION

    a. Prior to substantial completion, assist GSA and the CMa in conducting a pre-final walk-through with Customs and Border Protection and the other occupant agencies.

    b. A pre-final walk must also be conducted with GSA and CMa prior to scheduling the Certificate of Occupancy Walk with the AHJ.

    c. Substantial completion requires a Certificate of Occupancy or at a minimum a Temporary Certificate of Occupancy (should substantial completion occur prior to tenant furniture installation) to be issued by the AHJ. The Certificate of Occupancy Inspection will require all necessary subDB Contractors to be present for the demonstration and testing of life safety equipment including but not limited to fire alarm devices, speaker/strobes, sprinkler pressurization, emergency lighting, egress path widths, areas of refuge, etc.

    d. The DB Contractor must provide time within their schedule for this inspection as well as time for any corrections to be made in order to receive the approval for Occupancy.

4. OPERATIONS & MAINTENANCE MANUAL(S)

The DB Contractor must prepare and submit complete and properly organized O&M manuals as required in GSA 01 78 22 OPERATION & MAINTENANCE DOCUMENTATION and the final construction specifications. The O&M manuals must be coordinated with the BIM and associated COBie information.

5. WARRANTIES & CERTIFICATES

Prepare and submit warranties, guarantees, and certificates, ensuring that GSA's rights and responsibilities are clearly defined.

The DB Contractor must prepare a Warranty Matrix. This will assist property management in identifying the equipment, responsible manufacturer, warranty contact information, location of equipment, warranty duration, warranty coverage, etc.

6. FINAL RECORD DOCUMENTS, AS-BUILT DRAWINGS, AS-BUILT MODELS & SPECIFICATIONS

The DB Contractor must prepare and submit final BIM(s) (as-built model/drawings) and electronic as-built specifications for review and approval at the completion of the construction.

a. For additional requirements, refer to GSA 01 78 10 PROJECT RECORD DOCUMENTS and GSA National BIM, CDX & COBie Standard.

b. Produce two sets of external hard drives with the final documents (one for the Port and the other for the CBP Project Manager), based on as-built models and specifications, to reflect all contract modifications and noted field conditions. Electronic files must be provided in native format, IFC, and PDF as applicable. Information shall also be uploaded to the PMIS.

c. Provide one (1) hard copy of the closeout documents for CBP to have on-site at the Bridge of the Americas LPOE and one (1) hard copy for the GSA O&M group.

7. BUILDING DESIGN STANDARD (BDS)

The DB Contractor must submit Building Design Standards as part of the final submittals. The Building Design Standards document must contain information from the finish schedule, hardware, window treatments, wall coverings, floor coverings, paint, lighting and building signage as designed and constructed along with samples, drawings and photographs. This document will guide the facility management staff in selecting finishes in all future alterations to the building, preserving the original design intent as established by the DB Contractor. Refer to the Building Design Standard.

8. DOCUMENT LIBRARY COORDINATION

The DB Contractor must coordinate with the GSA Document Manager to ensure that all deliverables have been submitted and are "acceptable".

9. BUILDING INFORMATION MODELS AND BIM DELIVERABLES

The DB Contractor must coordinate with the GSA BIM POC and conduct a BIM Close-out meeting immediately after substantial completion to review the requirements of the GSA National BIM, CDX & COBie Standard before

the final development of the As-built BIM requirements. The DB will produce a close-out plan for BIM requirements, complete with activity schedule, and current status of all final BIM deliverables defined by the GSA National BIM, CDX & COBie Standard and the CBS Submittal Matrix.

10. MATERIAL SAMPLES, ATTIC STOCK, & SPARE PARTS

As a condition for the GSA certification of substantial completion, the DB Contractor must provide an inventory list of all attic stock items, spare parts, and specialty tools to be turned over to the GSA at close-out.

a. Inventory lists must indicate item name, model number, manufacturer, quantity, and storage location. Inventory sheets must be signed by the COR, identifying receipt of stock items. Provide spare parts, operating supplies, and maintenance items/materials to fully meet the needs of the first two (2) years of operation and the minimums set forth in design specifications. The DB Contractor must also provide a list enumerating the actual spare quantities to be provided for each type of the following installed items (minimums listed):

1) Carpet Materials 0.5%

2) Ceiling Tiles 0.5%

3) Raised Floor Panels and Accessories (if applicable) 0.5%

4) Ballasts/drivers 1%

5) Light Fixture lamps 1%

6) Vinyl Wall Covering(s) 2%

7) Room Thermostats 25 ea.

8) Light Switches/Controls 50 ea.

9) Power Receptacles 50 ea.

10) Light Switch/Receptacle Cover 100 ea.

11. PREPARATION FOR OCCUPANCY

The DB Contractor must coordinate the planning and scheduling of property management training with the GSA property management staff (Property Manager, Housekeeping and Operations and Maintenance DB Contractors) on operating and maintaining facility systems and components and in accordance with GSA 01 82 00 DEMONSTRATION & TRAINING, allowing sufficient lead time for GSA to prepare for the training and to ensure that the appropriate personnel will be available.

a. The training must be conducted on-site in the completed and fully operational facility using the actual equipment in place.

b. Include any available and suitable video material from manufacturers and suppliers in the training sessions.

c. Perform digital video recording of all training sessions. Edit and consolidate all video materials into a set of training videos suitable for use in training and retraining property management staff. Incorporate any manufacturer/supplier video material used in the training sessions. Submit the training video set for approval by GSA.

d. The DB Contractor must assist GSA in transferring control of the facility to the property manager, including keys and security/access control responsibility. Keys and cores must be provided to the CMa, and the keying of the cores must be coordinated with GSA's property manager and the tenant agency.

12. FINAL PROFESSIONAL PHOTOGRAPHY & FINAL DESIGN PRESENTATION RENDERINGS

The DB Contractor must comply with the Division One requirements GSA 01 32 20 PHOTOGRAPHIC DOCUMENTATION.

a. The DB Contractor must hire a professional architectural photographer to document the final project prior to occupancy. Unrestricted access and use of all final photos must be provided to GSA. In compliance with General Services Administration Acquisition Manual (GSAM) Clause 552.227-70.

b. Qualification Data for the selection of a photographer: Submit to COR or CO photographer's list of completed projects with project names and addresses, and names and addresses of owners and architects. Submit a portfolio of previous architectural photography work completed by the photographer.

c. Provide high quality-high resolution digital images of; aerial photographs, property boundaries, view from each major building elevation including primary approach to the building. These selected views are intended to depict "after" conditions of the completed project to compare them with the pre-construction "before" photographs.

d. Provide two external drives containing two sets of all digital images of all final project photographs (site, context, building exterior and interiors, including artwork - Art in Architecture and/or art conservation projects, etc.) in TIFF format .and project design presentation renderings (exterior and interior perspectives, site plan, roof plan, floor plans, elevations, sections, etc.) in EPS format. One folder should contain high resolution TIFF images that when opened to 8"x10" have a minimum resolution of 300 DPI and for highest quality, provide CMYK color mode. A second folder should have JPEGS in RGB color mode that when opened to 8x10" have a resolution of 150 DPI. The two folders should be clearly labeled "high resolution" and "low resolution" and include the project name and location. Each image must have metadata captions and credits and should be clearly labeled.

e. Provide the following information with each image description in file metadata tag:

1) Name of Project

2) Project number/contract number

3) Building/facility name/location

4) Name and contact information for photographer

5) Name of Architect/CMa/Contractor

6) Date photographs were taken/weather conditions

7) Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction

8) Unique sequential identifier keyed to accompanying key plan

f. The external drives should be accompanied by a statement signed by the architect and the photographer (or their authorized representative) allowing GSA , CMa, and their designees to reproduce the images without compensation in print and electronic media.

g. The DB Contractor must provide final project images and final project design presentation renderings in preparation for the building dedication ceremony. Consult with GSA to confirm required images and renderings and the desired lead time for these items.

h. The Office of Design and Construction Center for Design Excellence generally requires the following photographic media for completed project entries in GSA design awards competition. The photographs also may be needed to prepare materials for the dedication ceremony. Consult with the Office of Design and Construction to confirm requirements and desired lead times.

13. PROJECT AWARDS & CERTIFICATIONS

The DB Contractor must assist GSA in identifying awards and certifications to pursue, compiling documentation, and submitting for awards and certifications.

14. PROJECT DEDICATION CEREMONY

The DB Contractor must refer to the Grounding and Dedication Ceremonies for requirements. Refer to GSA 01 21 00 ALLOWANCES.

15. 1-YEAR PROPERTY MANAGEMENT RETRAINING

After the first year of operation, the DB Contractor must re-train facility staff (Property Manager, Housekeeping and Operations and Maintenance DB Contractors) on all major systems and equipment for building operations and maintenance. Refer to GSA 01 82 00 DEMONSTRATION & TRAINING for requirements.

J. OCCUPANCY STAGE

1. PROJECT DOCUMENTS

The DB Contractor must turn over project documents to GSA personnel as described in GSA 01 31 00 PROJECT MANAGEMENT & COORDINATION and GSA 01 78 10 PROJECT RECORD DOCUMENTS.

2. CAD ASSIGNMENT DRAWINGS

Using the final record documents, prepare assignment drawings to accurately represent and classify space in accordance with GSA pricing policy. Coordinate with the GSA spatial data management team to ensure that

drawings are accurate and represent the most up-to-date space assignments. Coordinate with GSA CAD to log-in assignment drawings to GSA document library and enter space measurements into GSA rent billing system.

3. FURNITURE, FIXTURES, & EQUIPMENT (FFE) MOVE-IN PHASE

   a. The Government may enter additional contracts to support Government needs not included as part of this contract. The DB Contractor must provide site/project access for these Government contract activities and coordinate this contract's work to not impede their execution. The DB Contractor must maintain contact with the Government to establish/monitor the status of these contracts and must represent their development within schedules as required elsewhere.

   b. Damages caused by follow-on DB Contractors supporting tenant moves, may be repaired by the DB Contractor as a modification to the contract.

   c. All final electrical, data, and A/V connections for system furniture must be the responsibility of the DB Contractor. Coordinate with GSA and CMa on outlet/whip types required for final power connections.

   d. The DB Contractor's schedule must allow for a period of no less than four (4) weeks for furniture installation between substantial completion and occupancy. Refer to 01 31 10 CPM SCHEDULING.

4. OCCUPANT AGENCY TECHNOLOGIES

   The DB Contractor must establish a milestone schedule for the early turn-over of all related infrastructure and distribution paths and telecommunications closets, to the government to allow for completion of tenant Audio Visual (AV) & Security systems installation. This will require coordination with tenant designers and installers. Turn-over of infrastructure to be sixty (60) calendar days prior to substantial completion. Though the occupant agency AV purchase and cabling may not be part of the base scope of the DB Contractor work, this work may be added by modification to the contract or as an Option.

5. OPERATIONS & MAINTENANCE SERVICES

   The DB Contractor must assist GSA with the National Computerized Maintenance Management System (NCMMS) set-up, Utility Agreements and Energy Rebates as the project is transitioned to GSA Property Management. Set-up of NCMMS MAXIMO utilizing the DB Contractor's final As-built authoring models and COBie artifacts. COBie submission to be formatted in accordance with COBie 2 Playbook 2024.

K. CONTRACT FINANCIAL CLOSEOUT

The DB Contractor must resolve all remaining punch list items, submit a release of claims, and return all government issued security credentials to the GSA Contracting Officer.

1. CONTRACT CLOSE-OUT

   The DB Contractor must attend a Close-out meeting as discussed at the project KICK-OFF meeting. Duration and location of meeting, attendees, topics to be discussed, expectations, and process. Refer to GSA 01 77 00 CLOSEOUT PROCEDURES.

2. PROJECT FINANCIAL CLOSE-OUT

I. Resolve all remaining punch-list items. Return all government issued security credentials to the GSA Contracting Officer. The final invoice will not be processed until all PIV cards are submitted.

II. The Contractor must establish a final breakdown of the total DB contract amount (color of money) into a core and shell component and TI and security components for each tenant (i.e. each client billing record).

III. Validate energy and water performance against modeled goals from design.

IV. Submit Release of Claims.

END OF SECTION

V. ADMINISTRATIVE PROCEDURES

A. DESIGN PHASE PROGRESS REVIEWS AND PAYMENTS

Within 15 calendar days of contract award, the DB Contractor must provide, for GSA approval, a design schedule of values (DSOV) against which monthly work progress must be measured and payments must be made. At a minimum, the DSOV will be broken down by submittal and further by professional design discipline and must identify all major design activities. The DSOV will become a part of the overall project schedule of values once authorization to start construction activities has been given by GSA. Refer to GSA 01 29 00 PAYMENT PROCEDURES.

B. CONSTRUCTION PROGRESS REVIEWS, REPORTS, PAYMENTS & DELAYS

The DB Contractor must furnish monthly progress reports, addressing completed/resolved issues and outstanding/awaiting resolution issues, to be used by GSA to ensure that information is forthcoming from the team and that the DB Contractor is taking information provided to the next level of development. Refer to GSA 01 32 00 CONSTRUCTION PROGRESS DOCUMENATION.

Upon receipt of each monthly progress report, GSA must hold a monthly progress review meeting with the DB Contractor to review work to date against the progress payment schedule, identify any outstanding issues, and determine the amount of work completed as a basis for determining the monthly payment due, including approved off-site stored material. The DB Contractor must submit monthly invoices to GSA based on the outcome of these progress review meetings.

The DB Contractor must update the construction schedules monthly prior to each payment request and provide an advance copy of the construction progress report to GSA. The construction progress report must provide documentation evidencing the cost of work performed to be included in the payment request. Before submitting each payment request, the DB Contractor must meet with GSA to review the advance copy of the construction progress report to ensure that GSA agrees as to the progress of the construction work and the value of the work completed. Based upon the agreed value of work completed, the DB Contractor must submit monthly payment requests to GSA. Refer to GSA 01 29 00 PAYMENT PROCEDURES.

Delays in schedule caused by the DB Contractor, as determined by GSA, such as failure to provide timely and acceptable submissions, must not warrant an extension of the contract performance time. In the event of a DB Contractor causing delay, the DB Contractor must be responsible for taking all necessary actions to ensure that succeeding contract Stages, Phases, and submissions remain on schedule. In such an event, the DB Contractor must submit for GSA approval a plan for getting back on schedule and a revised progress payment schedule. Refer to GSA 01 31 00 PROJECT MANAGEMENT & COORDINATION and GSA 01 31 10 PROSPECTUS CPM SCHEDULE SPECS.

C. CONTRACT FINANCIAL CLOSEOUT

In addition to any requirements set forth by Federal regulation, and GSA 01 29 00 PAYMENT PROCEDURES the following are pre-conditions prior to the government making final payment to the DB:

1. PRE-CONDITIONS:

    a. Satisfactory completion of the Final Post-Occupancy M&V Report.

b. Establishment of a final breakdown to the satisfaction of the CO of the total DB contract amount into a core and shell component and TI and security components for each occupant (i.e. each client billing record).

c. Satisfactory turnover of all project records to the CO.

d. Return all government-issued security credentials to the CO.

D. TRAVEL, REPRODUCTION, AND DELIVERY

Unless otherwise indicated in this Statement of Work, the DB Contractor is responsible for travel costs to support the requirements contained in this Statement of Work, including all progress meetings, workshops, reviews, and site visits. The DB Contractor must assume all travel must be within the vicinity of the project site except as specifically indicated otherwise in the Statement of Work.

Printing, reproduction, and delivery costs necessary for execution of this contract must be included in the base contract price. Regarding the Commissioner's Concept Presentation, the cost of shipping the final physical model and all presentation materials to GSA OAE & OPD in Washington, D.C. must be included in the base contract price.

E. GROUNDBREAKING AND DEDICATION CEREMONIES

The DB Contractor must coordinate groundbreaking, dedication, and any other interim dedication ceremonies that may occur due to project phasing. The DB Contractor shall coordinate all activities related to the project's groundbreaking and dedication ceremonies in close collaboration with the GSA. Responsibilities include developing and managing event schedules, securing and organizing necessary equipment and site preparations, coordinating with subcontractors and vendors, and supporting the GSA in planning program elements such as signage, and public engagement. The DB Contractor shall ensure all logistics, safety measures, and site conditions are appropriately addressed to facilitate successful events that reflect the GSA's objectives and project vision. All coordination efforts must be communicated regularly to the GSA PM, GSA Public Affairs Office, and CMa. No work shall proceed until the GSA has provided approval. Refer to GSA 01 21 00 ALLOWANCES.

1. The allowance must include the purchase of light refreshments, groundbreaking shovels, dedication plaques for the GSA and agency stakeholders.
2. Cost for printing banners, renderings for signage, posters, and invitations.
3. Rental of chairs, tables, podiums, tent, AV equipment, etc.

F. SECURITY CLEARANCE AND MANAGEMENT

Federally controlled facilities refer to all occupied building areas housing federal operations. Unoccupied building areas under construction are not considered federally controlled facilities, if access to any adjacent or surrounding occupied building areas housing federal operations is separately controlled. The DB contractor shall install construction fencing that will separate federally controlled facilities from areas under construction.

All DB Contractor personnel accessing federally controlled information systems are required to have HSPD-12 clearance.

In the performance of work required under this contract, all DB Contractor personnel must present proper government issued identification to gain access to occupied building areas housing federal operations.

DB Contractor personnel means DB Contractor employees and sub-DB Contractor employees at all tiers.

All DB Contractor employees requiring access to the project site will be required to furnish information for security clearances and comply with security regulations as imposed by CBP. The CBP quick checks are required to be renewed every six months. Only DB Contractor employees successfully cleared through the CBP security clearance process are eligible to work on the project. DB Contractor employees will also be subject to the HSPD-12 security clearance process.

1. HSPD-12 COMPLIANCE

    a. This section is applicable to all contracts under which the DB Contractor's personnel will require access to federally controlled facilities. The DB Contractor must implement the GSA 01 59 30 SECURITY REGULATIONS.

    b. The DB Contractor must review the CMa's security management responsibilities.

    c. If an individual works 15 cumulative days or less per contract in the existing buildings or secured exterior areas: These individuals must be escorted at all times by DB Contractor personnel who are in possession of a GSA issued PIV credential.

    d. If an individual works less than 6-months in the existing buildings or secured exterior areas: They must have a Special Agreement Check (SAC) HSPD-12 clearance.

    e. If a DB Contractor works more than 6 months in the existing buildings or secured exterior areas: They must have a Tier 1 HSPD-12 clearance. GSA will issue the GSA Access (PIV) Card to the DB Contractor's key personnel.

2. PERSONNEL SECURITY REQUIREMENTS

    The DB Contractor and all DB subcontractors must:

    a. Comply with all GSA and occupant agency security requirements to access and work with the site/buildings. The site-specific work restrictions are identified in GSA 01 59 30 SECURITY REGULATIONS. DB Contractor's personnel who require access to GSA Kahua require a Tier 1 HSPD-12 clearance.

    b. Refer to FAR 52.204-9 GSA's HSPD-12 Personal Identity Verification and Credentialing Standard Operation Procedure (SOP). The required Contractor Information Worksheet (CIW) form and Requesting Official Contractor Approval List (ROCAL) will be supplied by the GSA Project Manager. Security clearance processing and verification may take 90 calendar days or more to complete and must be factored into the project schedule.

    c. Return any individual's GSA Access (PIV) Card to the GSA Project Manager on or before an individual's last day of work or if any of the following conditions occur:

        1) When the Contract is completed or terminated.

        2) When the individual GSA Access (PIV) Card holder is no longer required by the DB Contractor for contract performance.

3) If the individual GSA Access (PIV) Card holder's employment is completed or terminated by the DB Contractor, or;

4) If an unfavorable suitability determination has been made

d. HSPD-12 security compliance will not be required in demolition or construction areas outside of a fenced federal inspection area while demolition and new construction are in progress and prior to the start of any site technology installations. The DB Contractor shall provide a secure perimeter around the existing Administration Building and active CBP inspection facilities. Construction activities and personnel operating outside of the secure perimeter of the facility will not require HSPD-12 Credentialing. The project security clearance procedures are subject to change based on government direction.

G. DOCUMENT SECURITY

The DB Contractor must comply with the requirements for handling, disseminating, and storing Controlled Unclassified Information (CUI) (previously referred to as SBU building information) as identified in GSA Order PBS 3490.3.

Access to Stage II solicitation documents by the shortlisted Design Build Teams will require completion of Non-Disclosure Agreements.

END OF SECTION

VI. OWNER'S PROJECT REQUIREMENTS (OPR)

The Owner's Project Requirements (OPR) document shall provide a general (non-comprehensive) overview of the project requirements, expectations, goals, and objectives. The DB Team will utilize the OPR as the foundation of the design criteria and through the planning and design of the project, further develop the OPR in the Basis of Design (BoD).

SECTION 01 | PROJECT GOALS & REQUIREMENTS

1. EXECUTIVE SUMMARY

   The Bridge of the Americas LPOE modernization will completely replace all the buildings on the site with updated state-of-the-art facilities. The project will include design and construction of a new administration building to include an expanded pedestrian inspection area, new non-commercial vehicle inspection space consisting of primary inspection booths with canopy, regular and hardened secondary inspection with violator enforcement areas, outbound inspection space for pedestrian and privately owned vehicles and buses, canine enforcement & kennel space, trusted traveler building, narcotics vault, and underground parking. The project will also include a bus inspection facility for the Federal Motor Carrier Safety Administration (FMCSA), including a canopy and building for FMCSA staff and a Texas Alcoholic Beverage Commission booth. Additional ancillary spaces on and around the site will also be required as defined in the Program of Requirements (POR). The POR is included in the Appendix.

2. PROJECT SCHEDULE

   Refer to the Appendix for the project schedule.

3. SPACE SUMMARY AND PROGRAM OF REQUIREMENTS (POR)

   The list of required program space items (POR) is included in the Appendix.

4. DESIGN EXCELLENCE PROGRAM

   The Design Excellence Program is the center for GSA's assurance of quality in the federal built environment and maximizes the functionality and public benefit of its investments in new construction and modernization. Design Excellence is essential to realizing the full potential of a project. Reference Design Excellence Program by GSA for additional detail.

5. AGENCY OVERVIEW

   During the development of the Enhanced Feasibility Study (EFS), the study team interviewed representatives from internal stakeholders: CBP, FDA, FMCSA, TABC, USDA and USFWS. Key goals, needs and requirements shared during agency interviews are summarized in the EFS.

   Through these interviews with each tenant agency, the study identified several key agency goals for new LPOE modernization/expansion. Main tenant CBP's organizational goals are identified in the agency's 2021-2026 Strategy. Approval to deviate from CBP Design Standards, if recommended by the design, may be obtained through an administrative process.

   a. <u>Customs and Border Protection (CBP)</u>

1) Flexibility of space/technology/operations – Provide an open infrastructure that supports evolution of new technologies, changing space usages/needs, and customer operations.

2) Adaptability – Provide adaptability of function for office space, processing space and holding space; dense but flexible with space for all personnel on site.

3) Biometric identification – Integrate cutting-edge technology to transform traveler verification and reduce the need to verify physical travel documents.

4) Wellness/resilience – Promote physical and emotional health for employees and families.

5) Partnerships – Support expanded strategic CBP partnerships through architecture.

6) Improve the commercial exit process; consider automated operations. Reduce secondary referrals.

7) Improve POV exit control.

8) Need ability to close down Port entirely in case of emergencies.

9) Consider whether some operations may be noncontiguous with processing.

10) Headhouse operations are changing; operations are moving to main building with increased use of cameras.

11) Kennels to be onsite or site adjacent.

12) Trusted Traveler Building to support CBP program.

13) Seizure Vault to secure seized property.

b. Food and Drug Administration (FDA)

1) 24/7 access is required.
2) Agency would like to consolidate leased space from other locations.

3) Up to 15 staff personnel at an expanded Port with sample room, lab, cold storage, break room, conference room, freight elevator (if not on ground floor).

4) Currently no outbound activities but a route to outbound needed for rejected produce.

c. U.S. Department of Agriculture (USDA)

1) Up to 12 future staff is projected at an expanded Port, with training area, lab space, fume hoods, general storage, chemical storage, vet/aviary space, parking for four GOVs plus personal staff vehicles.
2) Public access point not as necessary anymore (digital document submission) but proximity to public access a benefit.

3) Agency uses its own card reader security system independent of CBP.

d. Federal Motor Carrier Safety Administration (FMCSA)

1) Previously, FMCSA was mandated by Congress to be within the secure perimeter of the Port.

2) Agency requests 10-14 staff persons with 3 inspection pits, area for occasional overnight bus/truck parking.

3) Pedestrian control is a concern during bus inspections. It is dangerous for pedestrians to cross traffic.

e. Texas Alcoholic Beverage Commission (TABC)

1) Agency currently has one pedestrian booth, two POV booths; revenue generated has impact on how much space is justified.

2) One person mans both POV booths, which presents a challenge.

f. U.S. Fish and Wildlife Service/Fish and Wildlife Service (USFWS/FWS)

1) Up to 10 staff (5 inspectors, 1 agent, 1 supervisor, 1 regional supervisor and 2 administrative personnel), evidence/seizure storage room, cold storage, canine, break room.

2) Public access is required.

3) Administrative space could be noncontiguous.

SECTION 02 | PLANNING & DESIGN

1. PROJECT GUIDING PRINCIPLES

It is the goal of GSA and CBP to thoughtfully consider impacts to the surrounding community, particularly in terms of land consumption and traffic/noise and air pollution. A strategy of impact, dense development along with vertical growth can help minimize land consumption. The impact of any increased traffic volumes or modified traffic flows will need to be assessed for any proposed alternatives. High-level traffic analyses will be conducted for comparative analysis, particularly with respect to flow patterns and the capacity for surrounding roadways to accept increased Port volume. It should be noted that BOTA and the other area Land Ports of Entry (Santa Teresa, Paseo del Norte, Ysleta, Tornillo and Columbus) function as a fluid ecosystem of crossings that support the entire West Texas and New Mexico region.

Air quality is of particular concern to area residents and is the result of many factors. Mitigation strategies under control of GSA/CBP may include reducing idling/wait times, optimized routing, and lane designations.

GSA strives to provide workplace and real estate solutions through high quality design, efficient space utilization, and functional flexibility. General facility goals include:

- Efficient space utilization
- Infrastructure to accommodate future growth
- Consideration for design strategies that lower maintenance and operating costs
- Security appropriate for the Port's Facility Security Level (FSL)
- Compliance with current life safety and accessibility standards
- Strategic construction phasing

2. ARCHITECTURAL EXPERIENCE

The expansion and modernization for a new Port aspires to be responsive to the surrounding environment and an asset to the community. Alongside the natural beauty and cultural significance of the Chamizal Memorial Park, a welcoming, attractive new facility would contribute to the nation's architectural and cultural legacy of

an opening and welcoming entry point. An efficient, thriving Port also benefits the trade and business community and supports the regional economy.

SECTION 03 | SPATIAL DATA MANAGEMENT

1. SPATIAL ASSIGNMENT

   Reference the Program of Requirements in the Appendix for spatial assignments.

2. SITE PLAN EXISTING

   Refer to the Appendix for Existing site plan documents.

3. SITE PLAN EXAMPLE

   Reference the Enhanced Feasibility Study in the Appendix for a sample site plan.

4. INTERIOR FIT DIAGRAM

   Reference the Enhanced Feasibility Study in the Appendix for a sample interior fit diagram.

5. AGENCY PROGRAM OF REQUIREMENTS

   Refer to Occupant Agency(ies) Program of Requirements (POR), in the Appendix.

SECTION 04 | TECHNICAL PERFORMANCE CRITERIA

1. STANDARDS AND DESIGN CRITERIA DOCUMENTS

   This list is not intended to be comprehensive and may be subject to change. Refer to the Appendix. The items listed below may be included in the Appendix or incorporated by reference.

   a. GSA P-120, Cost and Schedule Management Policy October 2022

   b. EO 13728 Wildland-Urban Interface Federal Risk Management

   c. EO 140416 Telecommunications Distribution Design Guide

   d. CBP Land Port of Entry Design Standard 2023

   e. GSA CUI requirements

   f. GSA Building Information Modeling Guide 02 – Spatial Program Validation

   g. GSA Building Information Modeling Guide 05 – Energy Modeling

   h. GSA Building Information Modeling Guide 07 – Building Elements

   i. GSA Building Information Modeling Guide 08 – Facility Management

j. PBS CAD Standards

k. GSA IT Building Technology Technical Reference Guide (BTTRG)

l. Smart Building Implementation Guide Requirements

m. Security and Privacy Controls for Federal Information Systems and Organizations, NIST 800-53 Rev 4

n. Guide to Industrial Control Systems (ICS) Security, NIST 800-82 Rev 2

o. Building Monitoring & Control (BMC) Device Security Assessment Process

p. GSA Order 2100. 1N GSA Information Technology (IT) Security Policy

q. IT Security Procedural Guide: Key Management CIO-IT Security-09-43 Rev 5

r. 2100.2C CIO P GSA Wireless Local Area Network (LAN) Security Guide

s. GSA IT Security Procedural Guide: SSL TLS Implementation Guide-CIO-IT Security 14-69 Rev 7

t. Energy Independence & Security Act | EISA 438 | Stormwater Management for Federal Facilities

u. PBS Floodplain Management Policy and Desk Guide (PBS 1095.7)

v. Design Excellence Policies and Procedures, Chapter 9

w. Construction Excellence Program

2. SITE & CIVIL

a. Physical Security Requirements

The LPOE is designated as a Facility Security Level (FSL) III per the Interagency Security Committee (ISC) standard and must be designed in accordance with the following codes and standards:

1) The Risk Management Process: An Interagency Security Committee Standard (2024)

2) The Risk Management Process: An Interagency Security Committee Standard, Appendix A: The Design Basis Threat Report, FOUO (2024)

3) The Risk Management Process: An Interagency Security Committee Standard, Appendix B: Countermeasures, FOUO (2024)

4) CBP Information Systems Security Policy and Procedures Handbook, HB 1400-05D, November 16, 2017

5) CBP Physical Security Handbook, HB-1400-02C V3, FOUO (December 2025)

6) CBP Land Port of Entry Design Standard, FOUO (2023)

Per CBP policy the facility must provide a Minimum Level of Protection per HB 1400-02C v2 (1), unless otherwise noted.

b. Disaster Resiliency, Management of Nonstationary Weather and Extremes Profile Data (also applies to other disciplines)

Resilience for a new facility should consider the region's weather risk factors, including extreme heat, drought, tornadoes and severe thunderstorms. With dry, drought conditions during much of the year, El Paso experiences a monsoon season from June 15th to September 30th. Extreme heat, with triple-digit temperature highs, is also a yearly occurrence.

c. Flood Hazard Data, including FEMA Flood Map

The BOTA LPOE is a Critical Action Facility and shall comply with Title 44 of the Code of Federal Regulations

d. Section 438 of the Energy Independence and Security Act of 2007 (EISA), Stormwater Management Requirements

The BOTA LPOE shall maintain or restore, to the maximum extent technically feasible, the pre-development hydrology of a site for any development or redevelopment project

e. Other Civil/Site References:

a. 2025 MUTCD (Manual on Uniform Traffic Control Devices) for all traffic control

b. City of El Paso Utility Requirements

f. Paving Specifications References

1) AASHTO 2018 Green Book

2) TxDOT Pavement Design Standards

3) FHWA Design Standards

g. Water, Stormwater, Sewer, Gas, and Electric Utilities

Sanitary sewer, stormwater, gas, and electric utility scope is addressed in the 2023 Enhanced Feasibility Study (EFS). Refer to the Appendix for the EFS. The reference to LEED no longer applies.

Water is currently supplied through a combined domestic and fire water tap at E. Paisano Drive and Patriot Freeway (northeast corner of the site). Recent flow test results have demonstrated variability in both water supply capacity and the reliability of the designated point of connection, necessitating further evaluation. Furthermore, GSA requires separate connections for domestic, fire protection, and irrigation services to the redesigned port.

The new utility point of connection will be the southeast corner of the site, near Delta Drive and Patriot Freeway. As part of this scope of work, an existing 12-in. main on Delta Drive will be extended from

approximately Delta Drive and Gateway Boulevard (Hydrant 000726) to the southeast point of connection to the site (±1,000 ft of 12-in. pipe). This main supply will branch at this location to serve separate domestic and dedicated firewater service loops on the property. All site fire hydrants and lateral lines serving building sprinkler systems will be fed from the dedicated fire system loop, and all remaining domestic services will be fed from the domestic loop. Note that it may be necessary to further subdivide the domestic service loop to include landscape irrigation points of connection on a case-by-case basis.

Domestic service will be provided from the southeast tap. The domestic service loop will be 6" C900 PVC pipe.

The existing point of connection at the northeast corner of the site will serve existing buildings during construction but will eventually be altered to provide supplemental support to the dedicated fire protection service loop or be phased out in its entirety. The option to maintain the northeast point of connection as a "back feed" to the site dedicated fire protection service loop will be explored by the DB team and GSA. The back feed between the new southeast tap and the existing northeast tap can occur, by looping the connections together through the dedicated fire main loop on the property. A backflow preventer is currently installed at the northeast tap (to remain) and a new backflow preventer (type and installation detail to be provided by the water purveyor) will be installed at the fire protection system point of connection at the southeast tap. All design shall meet El Paso Water requirements.

All existing site fire hydrants will be removed as part of this scope, and will be replaced with new hydrants, served by the dedicated fire protection water system. New hydrants will be coordinated with the El Paso Fire Department and El Paso Water Department so they can be assigned asset numbers and integrated on the City water maps.

DB team to demo underground/obsolete combined domestic and fire water pipe.

The DB team to determine appropriate pipe material type for dedicated fire protection service loop, dependent on available pressure. The dedicated fire protection service loop will be designed and installed in accordance with NFPA 24-2025, including requirements for valve locations thrust restraints, etc.

h. Landscape and Urban Design

1) City of El Paso Landscape Ordinance. As the facility is owned and maintained by the federal government, and occupied by federal or state agencies, the project is exempt from needing to comply with the local municipal government standards.

2) Stormwater. Utilize passive resilient nature-based solutions to manage runoff in lieu of traditional gray infrastructure whenever possible. Retain rainfall on-site through infiltration, evaporation/transpiration, and re-use as much as possible. Consider the use of active passive water harvesting for rainwater falling on roofs. Consider passive or active harvesting of condensate water. Any rainwater catchment and harvesting systems from architectural rooftops must comply with ARCSA/ASPE/ANSI Standard 63-2020: Rainwater Catchment Systems, while systems harvesting sidewalk, plaza, and/or parking lot runoff must comply with ARCSA/ASPE/ANSI 78: Stormwater Harvesting System Design for Direct End-Use Applications.

3) Site Furniture and Amenities. Design narrative must include quantity of proposed outdoor seats, assuming 2 linear feet per seat for built-in seating, with calculations justifying the proposed seat quantity. If not provided under construction contract, site furnishings (benches, etc.) are selected and located by the project designer, priced, and sourced for later acquisition, and installed upon project opening. Design to take into consideration CPB staff and guest water needs. Pet waste stations for guests to be provided.

4) Site Signage. A well-designed site uses as few signs as possible. Signs must make the site wayfinding clear to the first-time user. Generally, graphics and style of site signage should be consistent with signage used inside the building. Signs integrated with architectural elements can also be very effective. Signage must be coordinated with government signage design standards and consistent in font, style, and color as well as with any directional symbology used in site and building signage. Signage placement can be an important detail element of the building design whether prominently displayed and tooled into the exterior building wall materials or as a freestanding component near the entrance to the facility. Exterior signs identifying permanent rooms and spaces must comply with ABAAS (ABAAS Section F216). Minimize the number of wayfinding signs on the site.

5) Flagpole. A ground-mounted flagpole, located preferably at the left of the entrance (facing the building), must be provided. If ground-mounted poles are not feasible, a roof-mounted pole is permissible; or, if roof mounting is not suitable, an outrigger pole may be used. 3 flagpoles grouped at a key location is required for each flag representing the United States of America, State of Texas, and US Customs and Border Protection. Flags must be illuminated, and the light controlled with a seasonally adjustable time clock, photocell, or the BAS system. Flagpole height and corresponding flag size to be as follows:

   - 20-foot pole height – 3 ½ by 6 2/3 foot flag
   - 30-foot pole height – 5 by 9 1/2 foot flag
   - 40-foot pole height – 5 by 9 1/2 foot flag
   - 50-foot pole height – 8 2/3 by 17 foot flag
   - 60-foot pole height – 8 2/3 by 17 foot flag

6) Design for Maintenance and Accessibility of Landscape. Access requirements for dynamic landscape features and landscape features requiring routine weekly, seasonal or annual maintenance, such as infiltration features, cisterns, swales, green roofs, and other stormwater management practices require clear identification and supporting annotation within the mid-phase design documentation, that address both the safety features required to inspect and maintain the feature (confined space/fall protection) and required spatial access (personnel/equipment). These design considerations for access and safety are paramount and must be presented to the Design, Construction and Facility Management staff for review and concurrence of approach.

7) Extreme Heat. Design must prioritize mitigating extreme heat and providing shade in outdoor environments, either through providing trees or shade-built canopies or through proper

consideration of material selection and surface albedo. This shall be done throughout the site where outdoor activity is expected.

8) Planting. Exclusively propose trees and shrubs and other plant material which are native to the region or very-well adapted and which can thrive and survive on rainwater alone. New irrigation system is to be provided but turned off after plant establishment period. Schematic design planting plan to contain table showing the period of bloom for each proposed flowering plant and an effort made to extend plant palette bloom time throughout the year as much as possible. Provide planting design that considers site foraging and nesting capacity for target pollinators. Use vegetation to minimize building climate control requirements. Proposed palette must take into consideration maintenance and plant life span. All trees must have a minimum planting zone of 150 square feet of pervious area. Avoid the use of plants with thorns or sharp points directly adjacent to pedestrian paths and social spaces. Coordinate with owner on the use of plants with thorns in less accessible areas.

9) Aggregates. Gravel, crushed stone, non-wood mulch, or other aggregate types being proposed as a loose surface material in publicly accessible landscape areas are prohibited from specification in the following sizes, due to potential use as a thrown projectile: #1, #2, river stones over 2” in diameter, and rip rap less than 6”. Boulders, rip rap larger than 6”, and all other size stones bound in place or adequately contained in gabion wall systems are permitted. Very small stone chips and stone dust pose minimal risk and are also permitted.

10) Irrigation. At a minimum, new irrigation to be provided to assist with tree establishment.

11) Parking Lot Landscape. Open parking area must be graded to allow stormwater runoff to drain into all perimeter landscaped areas and/or planting infiltration islands. Proper stormwater drainage rates must be attained, if required, through underdrains that are connected to detention storage that meet/exceed local/regional drainage and flow requirements. Computations are required. If underdrains are not provided, soil boring tests must be conducted by a licensed engineer to ensure that ponded surface water can drain in at least 24 hours. To allow for adequate drainage and promote water infiltration, proposed catch basins placed in the planting infiltration areas must be elevated above adjacent grade to promote ponding and infiltration without posing a public nuisance or maintenance hardship for facility managers.

12) Commissioning of Dynamic Landscape Features. Many site-based systems are dynamic and will require a commissioning process to measure and verify performance and train the operators on the system operation. These dynamic site-based features and systems include, but are not limited to, water harvesting systems (tanks, pumps, controllers, water quality systems), stormwater storage systems (collection, conveyance, and filtering elements), stormwater drainage systems and structures, irrigation systems, and exterior lighting.

13) Maintenance Plan. Develop short- and long-term maintenance plans that support regular monitoring and documentation of site elements, features and systems to ensure efficient, effective, lasting performance and to facilitate targeted adaptation when necessary. All relevant professionals (e.g. Landscape Architect, Civil Engineer, Commissioning Agent, Property Management) should be included to the extent available in the creation of a site-specific maintenance plan.

14) Other. All existing public sidewalks and curbs are to be replaced.

3. STRUCTURAL

Structural design shall comply with the applicable structural references within the PBS Core Building Standards and the 2023 CBP Land Port of Entry Design Standard.

Structural drawings shall identify the gravity & lateral loads and lateral load-resisting framing system to ensure that all loads such as winds, seismic, fire, etc. have been successfully supported through the structure from the roof to the foundations. Structural design shall provide specifications, testing material criteria, and inspection requirements. Ensure that the details adequately describe the structure of the building, and the building can be built with the information provided.

The multi-story structure shall consist of a framing system composed of appropriate structural materials (steel, concrete, or concrete masonry). All below-grade structures shall be construction with cast-in-place concrete. The Main Building and Headhouse shall be designed to accommodate potential future expansion.

A geotechnical study and report shall be completed by the DB Team to determine the site class liquefaction potential, and to provide recommendations for building foundations, earthwork, soil-supported slabs, walls, and below-grade construction. Based on the preliminary geotechnical information (available in the Appendix), it is anticipated that the Site Class will be D. This must be confirmed by the Design Builder's geotechnical engineer.

All structures shall be designed under the wind and seismic requirements of ASCE 7-22. Risk Category II and III structures are anticipated to fall under Seismic Design Category C; Risk Category IV structures are anticipated to fall under Seismic Design Category D. Vertical lateral load resisting systems shall be selected to meet code requirements and provide adequate strength and ductility to ensure life safety in a seismic event.

When the storage of such materials, including but not limited to weapons and ammunitions, is necessary and has been approved by GSA, the designer must provide a secure structural separation between the storage location and adjacent public and/or tenant spaces. The separation must have the ability to resist accidental release, discharge, or detonation of such materials. The structural capacity of the separation must be verified by analysis. The designer must reference current GSA guidance and policy when applicable.

The designer must coordinate with the GSA Structural Engineer early (prior to the first submittal) in the project to establish the required content and organization of structural engineering calculations. When computer programs are used to perform design calculations or estimate complex building behavior, supporting analysis files & models used to create the calculation package or used for structural design are to be provided, in their original native format, if requested by the GSA Structural Engineer. The designer must submit complete calculations for all aspects of the structural design. The submission must be developed under the direction of and bear the seal of a licensed engineer in the State of Texas. The submission must include a complete set of indexed and sealed calculations that includes a narrative of the analytical methods and assumptions used for design and analysis.

When deferred submissions require design by other than the Engineer of Record, the submission must be developed under the direction of and bear the seal of a licensed engineer in the State of Texas. The submission must include a complete set of indexed and sealed calculations that includes a narrative of the analytical methods and assumptions used in design.

4. ARCHITECTURAL

The following programmatic LPOE Building Type summaries supplements the Program of Requirements (POR) and the requirements in 2023 CBP Land Port of Entry Design Standard. Coordinate with the PBS Core Building Standards. The space program for TABC can be found in the Program of Requirements (POR) included in the Appendix. The overall design of the envelope and interiors of the facility will comply with the requirements in the CBP Design Standards for the Project and the requirements in PBS Core Building Standards.

a. Main Building

The primary administration building for the project is anticipated to be situated primarily in the center of the site and works as the transition or Bridge between Mexico and the United States. The administration building rests between the primary and secondary vehicle inspection areas and the employee and public side of the building. All pedestrians pass through the administration building and are processed prior to entering the United States.

The main building will include a detention area that is intended for less than 50 persons, on less than a 24-hr basis. As a result, the life safety considerations for this space will be governed by NFPA 101, considering the area as a “lockup” within an overarching Business (administrative offices) and Assembly (larger waiting and cueing area) occupancy.

As part of the design of the Project, the project team shall design a “time capsule” to be part of the pedestrian experience as they move through inspection. The time capsule will be designed in close coordination with the Port Director and Facilities Supervisor. The time capsule is intended to be completely sealed, always displayed, and to be opened at a date many years in the future. The size is expected to take up approximately 27 cubic feet (3’ x 3’ x 3’) and to the greatest extent possible embedded in the architecture of the building. The Port Director and Facilities Supervisor will select contributors who will provide the items that will be incorporated into the time capsule.

b. Non-Commercial Vehicle Inspection

Non-commercial vehicle inspection consists of two primary activities: primary vehicle inspection and secondary vehicle inspection. Primary vehicle inspection is the first level of inspection and operates in a similar fashion to a tollbooth.

All the inspection facilities are located underneath canopies such that the canopy becomes a major design feature/element of the project. Careful consideration shall be given to the design of the canopy. Canopies shall extend over the Inbound Primary Lanes/Booths, Secondary Inspection and Outbound Primary Lanes/Booths. The canopies shall be designed to resist/eliminate the roosting of birds. The canopies shall have prefinished ceiling systems on them with recessed light fixtures and be free of bird roosting ledges.

The Headhouse is the primary location of operations for secondary inspection activities. The Headhouse shall be located after the primary inspection booths and behind secondary inspection parking spaces.

Contained within the Headhouse will be a hardened secondary inspection area. This area will be immediately adjacent to the headhouse activities. The space will have an overhead coiling door and vehicle lift. The walls of the hardened secondary shall be hardened and provided with security access.

The hardened secondary space will have inspection bays, tool storage, seized property storage and processing and a standalone mechanical and electrical room.

Past the primary inspection booths is the secondary inspection area that consists of two levels of secondary inspection. Level one of secondary inspection is performed just outside the headhouse. The second level of secondary inspection takes place in a hardened secondary inspection area. The hardened secondary inspection facility will be located within the same structural footprint as the headhouse. The hardened secondary shall be attached to one side of the headhouse and shall not bifurcate the headhouse or the functions contained within the headhouse.

c. Outbound Inspection Facilities

The Outbound Inspection facility is located on the outbound side of the LPOE between the United States and Mexico. The Outbound Inspection facility typically will be positioned after the outbound inspection lanes/booth and is utilized primarily by the Anti-Terrorist Contraband Enforcement Team. The office contains an open workspace for ATCET CBP officers, a muster room, a couple of holding cells, ATCET storage, a hardened secondary inspection area and a restroom for the CBP officers.

The building is also provided with a small waiting area for 8-10 vehicle occupants for use during secondary inspection activities. Including the aforementioned space items, the Outbound Inspection facility also contains mechanical and electrical spaces and a Small LAN room.

d. Canine Enforcement Spaces & Kennels

The Canine Enforcement Spaces & Kennels consists of day kennels and outdoor kennel runs. The facility location shall be located away from the public to the greatest extent possible to allow the canines seclusion and decompression between shifts. The Canine Enforcement Spaces & Kennels support all activities associated with the canines. They require adjacent parking spaces. Exercise area for canines to be provided. Ensure exterior kennel run area is properly sized. Pet waste station(s) to be provided.

e. Narcotics Vault

A Stand-Alone New Construction Vault (SNCV) shall be provided as a Narcotics Vault. Comply with the requirements in the 2017 OFO CBP Seized Property Vault Build Guide Document for Part 1 - Stand-Alone New Construction Vaults (SNCV), except as noted herein. Exclude the requirement for Enclosed/Secure Loading and Unloading Dock in the 2017 Vault Build Guide. A secure overhead coiling door will still be required to access the processing area from the outside, operable from the inside only. Provide an adjoining secure man door for access the Secure Processing Area.

f. Incinerator

An incinerator is a waste treatment furnace that burns waste materials at extremely high temperatures. Incinerators used by CBP are designed for the secure, efficient, and final destruction of contraband, prohibited goods, and seized agricultural materials. These devices ensure that illegal items are completely rendered inert and unrecoverable, preventing them from re-entering the community.

The site will include a natural gas-fired incinerator. The unit is intended to be separated from any occupied building or structure. The incinerator will be provided with a natural gas fuel supply and

weather protection. The enclosure should be assumed as a single-story/noncombustible structure, representing a Group F-1 occupancy. Given the allowable area, use group, and construction type, this building is not assumed to be sprinklered, but must still comply with Fire Department access and required fire flow provisions.

The existing incinerator has reached the end of its operational life and shall be removed in its entirety. The Design-Build Team shall safely disconnect all utility connections, coordinate shutdown procedures, and consult with the Owner to determine proper disposal of the existing unit. A new dual-chamber incinerator system shall be provided, equal to the Owner's current standard incinerators; refer to the Appendix for supplemental requirements. The planned BTU capacity and throughput of the new incineration equipment shall be equal to or greater than the existing installation currently in use at the port.

The installation shall comply with §605.7 of the International Fire Code (IFC), including all applicable requirements of the International Building Code (IBC), International Fuel Gas Code (IFGC), and International Mechanical Code (IMC). Performance features shall include an incineration cycle time of 240–300 minutes, a burn rate of 600 lbs./hour, and a single-load capacity of 2,400 lbs. The new incinerator shall be submitted to the Owner for review, and written approval is required prior to procurement. The Design-Build Team shall assist the Owner in obtaining all required operational permits.

g. Parking & Hard Surface Area

Parking shall be provided to satisfy the requirements for parking for the LPOE including staff and visitors. Dedicated spaces shall be identified and locations coordinated for Government chase vehicles. Parking may be located in structures parking below other LPOE building elements.

h. Texas Alcoholic Beverages Commission (TABC)

Texas Alcoholic Beverages Commission is a state agency that occupies space at the LPOE and works in close concert with CBP to collect taxes on alcoholic beverages entering the United States through the local port. TABC typically will occupy a standalone booth located on the port in close proximity to the exit of the POV inspection facilities. POVs must pass by the TABC location prior to exiting the port.

Primary design consideration for TABC is for the location of the standalone booth located in close proximity to the exit of the POV inspection facilities. The booth shall be located on an island with exit lanes utilizing both sides of the booth so TABC can perform their mission of collecting tax on alcoholic beverages for either side of the booth. The island shall be a minimum of 3'-0" wider than the booth so that an officer can stand on the curb and not in the roadway to conduct their operations.

The space program for TABC can be found in the Program of Requirements (POR) available in the Appendix. The overall design of the core and shell of the facility will follow the CBP Design Standards for the Project.

Exterior building features shall match the exterior aesthetic of the new design of the project. All exterior materials and design shall be carried over and represented in the TABC facility. During the Design portion of the Project, TABC shall be consulted on specific finish selections for their space that are not part of the core and shell of the building. The basis of design for these spaces shall

resemble those spaces similar in function to CBP, in particular the finishes and materials selected for the headhouse.

i. Building Envelope

The following building envelope requirements supplement the CBP Design Standards for the Project and the requirements in PBS Core Building Standards, including the CBS Submittal Matrix.

Design the building enclosure for a service life of 50 years with an expected roof service life of 20 years. Assume a 20- year replacement for IGU + gaskets and seals replacement.

Wind speed and design wind load requirements shall be determined in accordance with applicable ASCE- 7 prescriptive methods or wind-tunnel testing procedures. Wind-tunnel testing should be considered for large buildings or structures, including those with an unusual form, those with unique construction methodology, those subject to extreme weather and those surrounded by unusual terrain. Deflection due to wind speed shall comply with code limits. Deflection limit to be selected by project team to result in 8/1000 probability of breakage at design load. Provide fenestration design to achieve water penetration resistance equal to or better than 6.24 psf design pressure. Provide measurement and verification per ASTM E331, ASTM E1105, AAMA 501.1, and AAMA 501.2. Document requirements in plans and specs, with Water Leakage = Uncontrolled Water Penetration. Delete Test Pressure Upper Limits from AAMA 101 Calculation and analysis shall comply with ASCE 7 and AAMA 101.

For low slope roofs, do not use roof surface for storm water retention or allow water to pond. Provide roofing system that is highly resistant to physical and chemical damage, using cover board (or equivalent) and protected walking paths. Provide design that will prohibit entrapment of water, using minimum 1/4" per 1’-0” slope, fully adhered and fully reinforced membrane system. Provide measurement and verification per NRCA Roofing Manual and NRCA Waterproofing Manual, current editions, and applicable ASTM standards. Roof assemblies must be pre-tested in accordance with UL580, ANSI-FM 4474, or TAS 114 to withstand wind pressures at the design wind speed.

For roofing and horizontal waterproofing-testing & monitoring, conduct integrity testing of the primary membrane under non-hydrostatic conditions. Utilize electronic leak detection (ELD) or alternate methods that pinpoint breach locations in the membrane without reliance on water passage through the breach during construction. Testing agency confirmation of the suitability of using non-destructive test equipment (unit type and field protocol) must be established prior to proceeding with field test activities. Controlled water flow testing using a water nozzle similar to AAMA 501.2 must be performed on all roof detailing not included in ELD testing or where ELD testing is not effective due to the conductivity of the membrane. The conductivity of the membrane may determine which ELD method is utilized. A conductive primer may be required. ELD must be performed on the membrane before any placement of overburden.

For below grade waterproofing, relieve hydrostatic pressure on substructure walls and allow water drainage to the level of the drain. Membrane waterproofing must be fully bonded to the substrate and seamless. Below-grade waterproofing must be applied to the positive pressure side and must be covered by a protection drainage and protection course. Provide measurement and verification per ASTM E1643, ASTM E1745, ASTM E1993, with CMa observation required.

Design of the above-grade building enclosure for moisture control opaque assemblies must be demonstrated early in the design development. ASHRAE 160, Criteria for Moisture Control Design Analysis in Buildings, is an acceptable basis of design. Provide a vapor barrier directly beneath all

concrete slab-on-grade construction or where concrete structures separate conditioned from unconditioned spaces. Provide measurement and verification per ASTM C1601, ASTM C1193, ASTM E1643, ASTM E1745, ASTM E1993 and ASHRAE 160.

Condensation resistance of fenestration is required to ensure no condensation occurs on uncontrolled surfaces based on project-specific interior and exterior design criteria using National Fenestration Rating Council (NFRC) 500. Document thermal analysis and modeling using AAMA 1503, Voluntary Test Method for Thermal Transmittance and Condensation Resistance of Windows, Doors, and Glazed Wall Sections to verify no condensation on uncontrolled surfaces at project-specific interior and exterior design criteria. Require IgCC/IGMA Certification of fenestration.

For curtain wall, window wall and storefront, compliance criteria is for water infiltration is < 0.3 L/s*m (0.06 cfm/ft) @ 75 Pa (0.3" wc). Performance and durability testing of fenestration assemblies and interface conditions are required to be documented. Provide measurement and verification per ASTM E283 ASTM E783 (with failure protocol = retest +1 additional sampling per failure), and AAMA, 101 NAFS.

Enclosure air tightness for building (all six sides) achieve level of air tightness equal to or better than 0.875 L/s/M2 (0.17 cfm/ft2) @ 75 Pa (0.3" wc). Comply with IgCC Section 10.6 Building Envelope Airtightness. Provide requirements for enclosure airtightness performance and describe measures designed to provide a continuous air barrier. Provide measurement and verification per applicable requirements in ASTM E779, ASTM E1827, ASTM E1186, ASTM D4541, and ASTM E3158. CMa to witness Blower Door Test outlined in ASTM E1827.

Provide thermal performance characteristics of the enclosure assemblies in compliance with ASHRAE 90.1, Section 5.5. Increased R-values over and above code may be considered when life cycle cost benefits can be demonstrated. Commissioning to perform HVAC system testing per ASHRAE Guideline 1.1.

Sealants are a vital component of the enclosure assembly, including water and air infiltration lines, especially in barrier type assemblies. Design towards limiting the reliance on sealants to the greatest extent possible. Design for redundancy, never relying on sealants as the sole line of defense. Refer to ASTM C1193 for sealant design, application, and installation guidelines. Refer to ASTM D4541 for sealant adhesion testing. Provide redundancy and continuity in designs to prevent water intrusion and air infiltration. Provide a 2-stage sealant strategy in exterior wall assemblies that rely on sealant in a barrier methodology, including wall-to-fenestration, wall-to-roof, and wall-to-foundation interfaces

For Acoustical Control (assuming NC-35 interior), comply with IgCC-Section8.3.3 Acoustical Control. Measure and Verification shall comply with ASTM E90, E366 & E966 with testing witnessed during commissioning per ASTM E1124.

Penthouses and screen walls on roofs must be integrated into the architectural design and constructed of materials compatible with those used elsewhere in the building exterior. Some roof-mounted equipment, such as antennae, lightning rods, flagpoles, etc., does not have to be screened, but these elements must be integrated into the building design. Roof-mounted equipment must be elevated as recommended in The NRCA Roofing Manual: Membrane Roof Systems, current edition. Set equipment back from the roof edge to minimize visibility.

An interior permanent stair must be provided to permit access to roof-mounted equipment. Permanent access to all roof levels must be provided to facilitate recurring inspection and maintenance.

The design of the building enclosure shall consider suspended access to vertical surfaces that cannot be feasibly reached from ground- based equipment. Typically, these surfaces are exterior facades and interior atria. Access must be designed for maintainability and safety. Access includes, but is not limited to, window washing, facade inspection, facade maintenance, and access to lighting and security cameras.

Provide Building Enclosure Commissioning in compliance GSA 01 91 19 BUILDING ENCLOSURE COMMISSIONING.

Exterior building elements should be designed to minimize bird roosting.

j. Interior Requirements

The following interior building requirements supplement the CBP Design Standards for the Project (particularly the Room Data Sheets) and the requirements in PBS Core Building Standards.

Elevators and escalators must comply with ASME A17.1. All new lifts must comply with ASME A18.1, Safety Standard for Platform Lifts and Stairway Chair Lifts. (See Chapter 7, Fire Protection for specific requirements related to elevator systems). The selection of type and quantity of conveying systems, such as elevators, escalators, and wheelchair lifts, must be made in conjunction with a thorough vertical transportation traffic analysis of the facility. Escalator and Elevator cab sizes must be in accordance with the standards established by the National Elevator Industries, Inc. (NEII). Escalators and Elevator cabs must be designed to reflect the architectural character of the building design.

Provide one or more combined purpose family/single occupancy restroom on each accessible floor. This restroom is in addition to and preferably collocated with Male/Female building restrooms. Provide Lactation Rooms to comply with P.L. No 111-148 and P.L. No. 116-30.

DB Teams shall include an acoustical engineer to coordinate acoustical interior design to achieve compliance with requirements in the Room Data Sheets and requirements of the 2023 CBP Design Standards.

5. SIGNAGE & WAYFINDING

Signage & Wayfinding design shall comply with the applicable GSA and CBP Land Port of Entry Design standards. The construction signage must be in accordance with the memorandum dated March 9, 2026 and included in the Appendix.

CORNERSTONE:

A cornerstone is required for all new buildings as a part of the exterior wall. The cornerstone must be a cut tone block or similar long lasting material meeting table 3.1 Enclosure Service Life tier 2 or better having a smooth face of size adequate to present the following incised letters:

UNITED STATES OF AMERICA
(PRESIDENT'S NAME), PRESIDENT
GENERAL SERVICES ADMINISTRATION

(ADMINISTRATOR'S NAME), ADMINISTRATOR
(YEAR OF CONSTRUCTION START) – (YEAR OF PROJECT COMPLETION)

The words UNITED STATES OF AMERICA should be in letters 50 mm (2 in.) high and other letters should be proportionally sized by rank.

The names must be of the President in office at the time the construction contract was awarded, as well as the name of the confirmed GSA Administrator in office at the time the construction contract was awarded. If a confirmed GSA Administrator was not in office at the time the construction contract was awarded, the name of the confirmed GSA Administrator in office at the time closest to the date that the construction contract was awarded through to project completion must be included on the cornerstone. If a confirmed GSA Administrator was not in office at any time from the date the construction contract was awarded through to project completion, the cornerstone must not include the name of any GSA official but instead will include "General Services Administration". The cornerstone must also include the year construction began and the year of project completion. A confirmed GSA Administrator may include an Acting Administrator who subsequently, without any break in service, becomes confirmed. Cornerstone signage proof shall be submitted to the GSA for review and approval prior to fabrication and installation.

PROJECT TEAM PLAQUE

A plaque or electronic interface that names the individuals of the project team may be placed inside the building. Listed individuals are members of the GSA project team, consultant architects and engineers, CMa, and construction workers who have completed at least 200 hours of service to the project. The list encompasses office staff and on-site workers. The RPMT will provide the specifications for the design and construction of the plaque or electronic media. The project team plaque proof shall be submitted to the GSA for review and approval prior to fabrication and installation.

6. ART IN ARCHITECTURE

GSA's Art in Architecture Program oversees the commissioning of artworks for federal buildings nationwide. These artworks enhance the civic meaning of federal architecture and showcase the vibrancy of American visual arts. It is anticipated that this project will have opportunities for participation in this program, with 0.5% of the estimated construction cost reserved for an Art in Architecture commission. Refer to GSA 01 21 00 ALLOWANCES.

7. MECHANICAL/PLUMBING SYSTEMS

Systems shall be designed and selected to comply with the standards and performance criteria listed within the PBS Core Building Standards, LPOE Design Standards, and other listed standards within the OPR to ensure the long-term durability, maintainability, and efficiency of the facilities with consideration taken for operation and maintenance costs. Goals and objectives to be considered:

a. Eliminating or minimizing negative impacts to the building's long-term durability, maintainability, efficiency, and utility consumption.

b. Considering building spaces and systems in terms of their accessibility, durability, reliability, maintainability, and cleanability.

c. Ensuring services contracts staff, including operations and maintenance, janitorial, elevator/escalator maintenance, landscape maintenance, and snow removal can safely and efficiently perform their functions.

d. Taking advantage of opportunities to reduce or minimize periodic maintenance operations.

e. Consulting with Property Management regarding maintenance and operations implications, as well as service-enhancing and labor-reducing features that are explored and evaluated as design alternatives.

f. Providing adequate training after commissioning for mechanical, electrical, plumbing, building automation, lighting control, and fire protection systems as appropriate to relevant staff.

System selection, design, and layout shall consider future flexibility both within the initial footprint and for the potential of future expansion. This includes operations and maintenance accessibility, future equipment upgrades and replacement, pipe and duct sizing safety factors, end of run sizes, isolation valve layouts, equipment capacities and redundancy, and control sequences.

As part of design coordination, the DB Team shall consider a phasing implementation plan for mechanical and plumbing systems to account for early phase development and future phase development. This plan will be critical for the continuing operations of the site during the construction phase of the project.

Emergency eyewash and shower units shall be provided, where required. Coordinate with CBP.

The following key criteria shall be achieved as a minimum:

Mechanical Systems:

a. Where humidification is required, utilize RO quality feedwater for resistive electric steam humidification.

b. The overall building shall be positive pressure

c. All filters shall be readily accessible from a 6’ ladder and shall be changed without removing screening/access panels

d. Provide 100 cfm of exhaust above all microwaves.

e. All overhead canopy fans shall have fan controls in an accessible location. Label the controls for the specific fan function and use.

f. Inspection Booth/Guard Booth: Provide an air velocity of 250 fpm measured at 3 feet above the finished grade outside of the inspection booth. The velocity shall cover a 4-foot by 4-foot exterior zone outside of the door to the inspection booth. Any fan/mechanical noise shall not exceed 54 dBA measured at 5 feet above the finished grade outside of the inspection booth.

g. All HVAC equipment service clearances to be modeled and shown as part of the BIM coordination. This includes filter access, to fully pull the filter without any obstructions.

h. During design development phase (DD), a specific submittal shall be submitted to review the HVAC & Plumbing equipment access/clearances and filter access. A minimum of the following shall be included with the closeout and turnover

1) (1) set of filters for every piece of equipment

2) (5) faucet rebuild kits

3) (5) flush valve rebuild kits

i. Temperature – calculations & analysis – Provide calculations of the transient coupled one-dimensional heat and moisture transport in multi-layer building components exposed to natural weather using WUFI-ORNL/IBP for each construction condition.

j. Cooling Robustness (Redundancy) – Failure of one machine (chiller, pump, cooling tower, etc.) will result in a building dry bulb temperature rise of no more than 5F, and maximum building humidity <60% Relative Humidity (RH). Show calculations for system performance upon failure of the largest of each type of machine, calculating performance at 0.4% cooling design dry bulb temperature at mean coincident wet bulb.

k. Heating Robustness (Redundancy) – Failure of one machine (boiler, pump, etc.) will result in a building temperature drop of no more than 5F. Show calculations at 0.4% heating design dry bulb temperature at mean coincident wet bulb.

l. Pressure – Positive building pressure when occupied, and when outside dew point is higher than 8C (47F) when unoccupied. Describe how the proposed design achieves the requirement.

m. HVAC Noise Control – Comply with ASHRAE Applications Chapter 48, Table 1. List the NC of each register, diffuser, and grille as the maximum scheduled airflow.

n. HVAC Load Calculation Requirements – occupancy loads must be determined as follows:

1) Determine occupant density (persons/m2 or persons/ft2) from the occupancy schedule of the Project Program of Requirements.

2) In the event this information is not available, use the occupancy density values in ASHRAE 62.1.

3) For dining areas, auditoriums, and other high-occupancy spaces, occupancy densities must represent the number of seats available.

4) Sensible and latent loads per person must be based on the latest edition of the ASHRAE Handbook of Fundamentals.

5) The HVAC load calculations must be performed with a computer-based program using the latest ASHRAE Handbook of Fundamentals Heat Balance (HB) Method, Radiant Time Series (RTS) Method, or Transfer Function Method (TFM), developed for the hourly analysis of heating and cooling loads in commercial buildings.

6) The program must be capable of calculating each zone's peak heating and cooling loads as well as the whole-building simultaneous peak load. The program must, at a minimum, calculate solar gains through fenestration; internal gains from occupants, including latent heat for cooling purposes; internal gains from lighting and equipment; outside air loads (sensible and latent) from ventilation and infiltration; and heat and moisture gains or losses through fenestration, walls, floors, and roofs. The heating load calculations must be done without credit for occupants and internal gains. The HVAC load calculations must not include additional safety factors unless specifically asked for in the applicable tenant design guides.

7) Provide HVAC load calculations at each design phase. The HVAC load calculations report must include all input and output used in the heating and cooling calculation program. The report must also include zone peak heating and cooling loads results and whole-building simultaneous peak load, air-handling unit coil selections, and Psychrometric charts that show the complete cycle of all the processes in the HVAC system.

o. Energy Analysis – A building energy analysis must be performed at each phase of the design to demonstrate that the building design meets or exceeds the energy performance goals established for the project. Energy software used for proof of compliance must conform to ASHRAE Standard 140. The compliance methodology must be in accordance with Sections 5 (except Section 5.6), 6, 7, 8, 9, and 10 of ASHRAE 90.1. See A.7 Energy Analysis Input and Output for procedures.

p. Primary Heating Systems – If gas fired boilers are utilized, condensing boilers shall be used with a maximum leaving water temperature of 140F.

q. Hydronic System Glycol – If glycol is used for freeze protection, it must be propylene glycol; use of ethylene glycol is prohibited.

r. Piping Systems – Piping shall be sized for a maximum of 3 ft / 100 ft of pressure drop at design flow.

s. Piping Insulation – Pipes operating at a temperature below ambient must be insulated with closed-cell insulation with all joints sealed and having a system permeance of < 0.02 perms, such as cellular glass, or with closed-cell insulation covered with a continuous vapor retarder with a permeance of 0.02 perms. All insulation and vapor retarder materials must meet the appropriate ASTM materials standard for that pipe.

t. Air Distribution Systems – Supply air distribution systems must be full ducted to the spaces that are served. For plenum return air systems, the horizontal distance from the farthest point in a plenum to a return air duct must not exceed 50 feet. All transfer openings must be sized with no more than 300 FPM air velocity. Provide boots / air canopies on the return air grilles for sound attenuations and visible sight lines.

u. Roof-Mounted Equipment – Mechanical equipment, except for cooling towers, air-cooled chillers, Dedicated Outdoor Air Systems (DOAS), evaporative condensers, air-source packaged heat pumps, condensing units, condensers, and exhaust fans are not permitted on the roof of the building. Access to roof-mounted equipment must be by stairs or freight elevator: ship's ladders are not permitted. LPOE vehicle inspection booths are exempt from this requirement and may have rooftop equipment provided there is an efficient and safe way to access the equipment for maintenance and the LPOE vehicle lanes are not blocked during the equipment maintenance.

v. Controls / Buildings Automation Systems

1) For new construction, use direct digital control (DDC) with an open BACnet communication protocol in accordance with ASHRAE Standard 135.

2) For repair and alteration projects and new additions to existing projects, the following options are permitted: 1) installation of DDC with the BACnet or LonTalk protocol, 2) if existing system is primarily LonWorks, use of the LonTalk protocol is permitted, 3) integrating the existing system with customized gateways to the BACnet or LonTalk protocol.

3) All specified technologies must be Native BACnet and meet GSA Smart Building requirements, see GSA Order ADM 7002.1 Smart Buildings. Control capabilities and the connected points must comply with GSA Data Normalization for Building Automation Systems document except for variable refrigerant flow (VRF) systems which must identify the maximum number of points meeting the requirements and obtain approval from Facilities Management GSA Smart Buildings personnel and GSA PB-ITS prior to BAS system specification. The controls must be connected to a GSA IT remediated building monitoring and control system and successfully pass the GSA IT Security Procedural Guide: Building Monitoring and Control (BMC) Systems Security Assessment Process CIO-IT Security-16-76 six step security assessment process prior to being specified, purchased, and installed. Standalone systems are not permitted.

4) Contact the RPMT for access to the Telecommunications Distribution Design Guide for coordination.

w. Coordination of Digital Control Systems

1) Digital building control systems are beginning to share common protocols, compatible equipment, and uniform standards with other building IT services. GSA seeks BAS designs that integrate with other IT systems to minimize costs and improve operations. Since this technology is in a constant state of improvement and contract methodologies are not well established in the design and construction industry, the design team and RPMT must coordinate the design of controls and monitoring systems with the PBS CIO (Chief Information Officer) and the Regional Smart Building Team or primary Smart Building POC at the beginning of design. These systems include, but are not limited to utility metering, HVAC building automation systems, lighting controllers, and renewable energy systems.

2) The CIO may provide Government Furnished Equipment and will specify system components to insure compatibility with the GSA network. Related IP network design must be reviewed and approved by the CIO. All network connections will be made through the GSA network. All server applications must be able to be hosted in a virtual server environment. Other GSA IT policies and procedures may also apply.

3) Any use of external/commercial network connection for managing or monitoring of building systems in any GSA owned, non-delegated, building will not be tolerated. Such connections will be removed upon discovery.

x. Building Automation System Software

1) BAS is often thought of as the central system for smart buildings. These systems are designed to control the Heating, Ventilation, and Air Conditioning (HVAC) equipment from the chiller plant to the thermostat on the wall. HVAC is a major energy consumer in most commercial facilities and therefore offers a big opportunity for energy savings

2) Any BAS software system must follow all GSA IT and Smart Building system requirements. This includes requiring that all IP addressable devices complete the Scan and Remediation process as well as all networking infrastructure (switches, routers, servers, and workstations) must be Government furnished. The RPMT will provide the Building Technologies Technical Reference Guide for details on scanning, servers, and other network requirements along with all Smart Building documentation to address Smart Building requirements.

3) BAS software must be installed in the GSA environment, including server software, client software, and any additional tools needed for management and control of the system. This includes system update tools, network management tools, and any software that is used to make changes to the controllers.

4) BAS software must be compatible with the most current version of required standard software and all OS and database software updates (Microsoft Server, Linux, SQL, etc.)

5) BAS software must be capable of trending and exporting data.

6) BAS software must have multiple user level controls, including administrator, programmer, and users. These user levels must be capable of an audit to determine operator's use.

7) BAS software credentials must be unique for every user.

8) BAS software must be installed with a minimum number of licenses needed for system use. In cases of virtual environment installation, the number of licenses required should consider the cases in which client use could come from an off-site user.

9) BAS client software must have point-and-click graphics, configured for system operators, unless integration to the GSA Unified User Interface application is included in the project scope.

10) BAS software licenses must be software licenses and not rely on a physical license key or dongle.

11) BAS must be licensed to GSA. End user license agreements (EULA) must be approved by GSA IT prior to installation onto GSA equipment.

y. Building Automation System Controllers

1) Building Automation systems generally rely on network controllers that communicate to a server and control edge devices. (Note: Rapid Spanning Tree Protocol or similar must not be proposed or utilized for edge devices within the GSA inventory at this time. Please see the Building Technologies Technical Reference Guide for additional information.) These

controllers are generally the system engines making most of the control decisions. The following apply for all BAS controllers:

2) Building automation systems must be 100 percent DDC systems, utilizing a server, controller, and edge device hierarchy.

3) BAS controllers must be programmed to maintain schedules, set point and normal operation control in cases of network connection loss. Network connection loss scenarios must be tested and verified as part of the commissioning process for any BAS.

4) BAS controllers must be capable of storing data and uploading data in case the server connection is lost.

5) BAS controllers must be capable of hosting graphics or terminal interfaces to allow for direct connection and control from a workstation for emergency control. This could be accomplished over IP, serial, or USB connections.

6) BAS controllers must have embedded tools or means to direct connect that allow for troubleshooting or programming in cases of communication loss. Means to “direct connect” to building system controls could include IP, serial cable, or USB connectivity options. Please see the Building Technology Technical Reference Guide for details on IT Security requirements.

7) Building automation systems are subject to PBS fire protection/life safety requirements, e.g., fire alarm systems may permit read-only data interchange with, but may not share control infrastructure with, other building automation systems. See Chapter 7. This information is from the OFM “Technology Policy for PBS-Owned Building Monitoring and Control Systems” dated December 2022. See the RPMT for access to Building Technologies Technical Reference Guide for more information.

z. Point Naming - GSA has created a point naming convention for standardization of point naming for all new construction, ESPC, and repair and alteration projects. The intent of this standard is to establish and require a consistent means of naming building automation points across the GSA portfolio. The term “point” is a generic description for the class of object represented by analog and binary inputs, outputs, and values either physical or virtual. All systems must use this naming convention and process. Point naming must be consistent through drawings, records, files, and documents. Please reference GSA Data Normalization for Building Automation Systems_v2.5 for more information.

1) Designs for Building Control System and HVAC controllers are unique to every project. Designs can be influenced by budget, climate, system type, size of system, desired sequence of operations, existing infrastructure, and a multitude of other factors. As such, the equipment, level of control, sensors, and sophistication of systems will vary greatly. Good system design and proper control sequence documentation will always clearly dictate the points in a BAS required to execute the control sequence.

aa. Integrated Sequence of Operations (ISOO) - Successful designs hinge on the smooth, integrated interaction between the systems installed in a building and the functions they are to perform. Integrated Sequences of Operations (ISOO) allow for more unified controls strategies and can not only save energy but improve the tenant experience. By allowing building systems to act in unison and

react to changing conditions identified by each system, a smarter, more efficient solution can be realized. Integrated sequences must be considered in all designs.

1) Sequences of Operation must follow the most recently published version of ASHRAE Guideline 36, High-Performance Sequences of Operation For HVAC Systems. Provide the hardwired points required in Guideline 36, Section 4, List of Hardwired Points, with the following additions:

   i. All fan statuses (including supply, return, relief, fan-powered boxes) are Required

   ii. All filter pressure drop transducer analog inputs are Required

   iii. Outside air flow sensors are Required

   iv. Each controlled air distribution zone must have a BAS-connected air flow sensor

   v. Air handler sensors including MAT, RAT, heating coil SAT are Required

   vi. Chilled water plant and hot water plant points marked as O (Optional) must be supplied as A-Apply (Apply if the feature/system hardware is included by the designer)

   vii. All CO2 sensors marked as A (if applicable) are Required

2) Location of all pressure sensors controlling the VFDs (Air and Water sides) must be shown clearly on design documents and as-built drawings. Riser diagrams and floor plans must clarify the exact location for the pressure sensors. In addition, appropriate notes will be included in BAS graphics to clarify the location of the sensors for building operating staff. To identify the exact location of the sensors floor level and structural column numbers must be used instead of room names/numbers.

bb. Air Handling Units - All air handling units (AHUs) must have DDC (BACnet or LonTalk) self-contained controls that are capable of being connected to the central BAS. Controller must have a current-sensing device that transmits information to the BAS for calculating the energy consumption of the AHU motor.

1) All AHUs except OAVS must be provided with factory-fabricated mixing boxes on the return side of the AHU.

2) AHU housing must consist of formed and reinforced, insulated panels, fabricated to allow removal for access to internal parts and components. All AHUs must be double wall construction.

3) There must be a maximum 1 percent leakage on the casing. Outside air intakes for AHUs with air side economizers must be provided with minimum and maximum outside air dampers.

4) Refer to Chapter 6 for requirements on variable frequency drive systems.

cc. Cooling and Heating Coils - Equipment and other obstructions in the air stream must be located sufficiently downstream of the coil so that it will not meet the water droplet carryover. Cooling coils must be selected at or below 2.5 m/s (500 fpm) face velocity. Heating coils must be selected at or below 3.8 m/s (750 fpm) face velocity.

1) HVAC coils subject to outside air in hot, humid, and marine climates must be provided with copper tubes and copper fins or electro coated copper tubes with electro coated aluminum fins with a coating thickness to be maintained between 0.6 –mil and 1.2- mil and with minimum salt spray resistance of 6,000 hours. For urban environments and combined urban/marine environments, aluminum fins with electro coating are preferable to copper fins for NOX/SOX corrosion protection from fossil fuel combustion products.

2) Individual finned-tube cooling coils of five or fewer rows may have a maximum of 12 fins per inch. Individual finned-tube cooling coils of six rows or more must not exceed 10 fins per inch.

dd. Hydronic, Steam, Natural Gas, and Fuel Oil Piping - Boilers for hydronic heating applications must be modular units. Boilers must be installed in a mechanical room with all provisions made for breaching, flue stack, and combustion air. Modular systems must have bank controllers and grandmaster bank controllers to prevent individual modules within a bank from simultaneously cycling ON/OFF with another separate bank of modules.

1) Boilers must meet the minimum Federal Energy Management Program (FEMP) efficiency requirements

ee. Hydronic Pumps - Pumps must be centrifugal type and must generally be selected to operate at 1750 RPM. The number of primary pumps must correspond to the number of boilers, chillers, or cooling tower cells plus a stand-by pump. Secondary piping systems must be provided with variable flow pumping system with a stand-by pump.

ff. Isolation of Piping at Equipment - Isolation valves, shutoff valves, bypass circuits, drain valves, flanges, and unions must be provided for piping at equipment to facilitate equipment repair and replacement. Equipment requiring isolation includes boilers, chillers, pumps, coils, terminal units, and heat exchangers. Valves must also be provided for zones off vertical risers, including drain valves.

gg. House Keeping Pads – Housekeeping pads for the floor mounted equipment must be minimum 152 mm (6 in.) high and must extend minimum 102 mm (4 in.) beyond on all sides of the equipment they support.

hh. Flexible Pipe Connections – Flexible pipe connectors must be fabricated from annular close pitched corrugated and braided stainless steel. All pumps, chillers, cooling towers, and other rotating equipment must have flexible connectors. All flexible piping must be sized one size larger than the piping connected size.

ii. Meter, Gauges, and Flow Measuring Devices – Each piece of mechanical equipment must be provided with instrumentation (e.g. analog pressure and temperature gauges) in addition to test ports to verify critical parameters, such as capacity, pressures, temperatures, and flow rates. Each meter, gauge, and flow measuring device must be calibrated before startup and must have provisions for periodic

calibration at its location. All the metering devices must be capable of transmitting information to the central BAS for monitoring and control.

jj. Air Distribution

1) Air Delivery Devices - Ceiling diffusers or booted-plenum slots must be specifically designed for VAV air distribution. Booted plenum slots must not exceed 1.2 m (4 ft.) in length unless more than one source of supply air is provided. For mixed air systems, the locations of the air delivery devices and the ranges of their outlet airflow rates must be selected to ensure that the air diffusion performance index values remain above 80 percent during all full-load conditions (NOTE: ADPI is not applicable to displacement air systems), and below the specified noise level to achieve the background noise criteria, in accordance with the test procedures specified in Appendix A of ASHRAE Standard 113. Adequate space ventilation requires that the selected diffusers effectively mix the total air in the room with the supplied conditioned air that contains adequate ventilation air.

Table 5.3 Recommended Air Velocities for Supply, Ducted Return, and Exhaust. Submit with Basis of Design

Application	Main Ducts m/s	Main Ducts fpm	Branch Ducts m/s	Branch Ducts fpm
Private offices Conference rooms Libraries	6	1,200	4	800
Theaters Auditoriums	4	800	2	400
General offices	7.5	1,500	5	1,000
Cafeterias	9	1,800	6	1,200

2) Noise Control in Duct Systems – Acoustic duct lining used in air systems must be non-fiberglass material impregnated with an antimicrobial agent and, above 6 m/s (1200 fpm), covered by an internal perforated sheet metal liner.

3) Duct Construction – All conventional supply, return and exhaust air ductwork must be fabricated of galvanized sheet metal, unless otherwise indicated.

4) Flexible Duct Connectors – Flexible duct connectors must be limited to a maximum of 5-feet of distribution and are only permitted to make final connections between terminal branch ductwork and air outlet. The use of flexible ductwork is not permitted above hard ceilings that are not easily accessible.

kk. Water Treatment

1) Submittal Requirements - A licensed water treatment specialist must design the water treatment for closed and open hydronic systems with consideration of the operational and maintenance needs of all system equipment, including such components as boilers, chillers, cooling towers, other heat exchangers, pumps, and piping. The design must address four aspects of water treatment: biological growth, dissolved solids and scaling, corrosion protection, and environmental discharge regulations. Subject to the specific requirements of the components, the performance of water treatment for closed and open systems must include:

i. Closed Systems

- The pH must be in the ranges of 8.5–9.5 for chilled water systems, and 9–10.5 for heating water systems.
- The alkalinity of the water must be maintained between 100 and 500 ppm.
- Total dissolved solids must have a maximum value not to exceed 1500 ppm

ii. Open Systems

- The pH of the water must be maintained between 7.5 and 9.5.
- The alkalinity of the water must be maintained between 100 and 500 ppm.
- The iron content of the water must have a maximum value not to exceed 3 ppm.
- Soluble copper must have a maximum value not to exceed 0.2 ppm.
- Total dissolved solid must have a maximum value of 1500 ppm.
- Total aerobic plate counts must have maximum values not to exceed 1,000 organisms/ml, and an additional limit of 10 CFU/ml Legionella.
- The methods used to treat the systems' makeup water must have demonstrated prior success in existing facilities on the same municipal water supply and must follow the guidelines outlined in ASHRAE Handbook of HVAC Applications.
- The chemical feed system must have BACnet or LonTalk self-contained controls.

iii. Corrosion Monitoring - The Contractor must install coupon racks, or an equivalent electronic monitoring system for corrosion, in condenser water loops, heating hot water loops, steam condensate loops, and the building main chilled water loop, if not already present, not later than 30 calendar days after submission of the water treatment plan. (For the primary condenser water system, the installation of the water treatment monitoring system described elsewhere in this document meets this requirement.) The Contractor must propose the type and manufacture of the proposed coupon racks to be installed to the CO or their designee for final approval before installation. If coupon racks are present, the Contractor may use such existing equipment, but is responsible for bringing it into conformity with all requirements in this document. The minimum quantity of coupons and frequency of inspections must be described in the water treatment plan. Laboratory analysis of coupons must be no less frequent than quarterly for major systems (e.g., primary building condenser and chilled water loops, as opposed to specialized systems serving limited areas), and annually for other systems. At a minimum, a two-station coupon rack must be installed for each loop and used to monitor mild steel and copper pipes. Coupon racks will be the property of the Government upon installation. The Contractor must have responsibility for maintaining (and if necessary, replacing) the coupon racks for the duration of the Contract. The liability threshold for repairs does not apply to this equipment; the Contractor has full responsibility.

Acceptable corrosion rates are established in the most current Public Buildings Service Operations and Maintenance Standards. Molybdenum must not be used in GSA buildings.

Plumbing Systems:

a. A freeze proof hydrant to be located within a 25' radius of any piece of equipment that has a condensing coil.

b. The hot water at a sink or plumbing fixture to achieve design temperature within 30 seconds.

c. Non-potable water systems shall have a filtration system to 5 microns and include UV lights

d. Dead legs are prohibited in potable water plumbing system

e. Kitchen faucets shall have a maximum water flow of 1.5 gpm

f. Sanitary, Waste, Vent, And Storm Piping

1) Sanitary, waste, vent, and storm piping above ground must be hub and spigot service weight cast iron pipe and fittings with compression gaskets conforming to the requirements of ASTM C564 or hubless pipe and fittings must be service weight cast iron pipe and fittings conforming to ASTM A 888 with heavy duty couplings complying with ASTM C1277 and ASTM C1540, stainless steel shield with stainless steel bands (4 straps) with tightening devices. A two-strap fitting does comply with code, but a 4 strap is mandatory. ASTM C564 rubber sleeve with integral center rubber stop will not be accepted.

2) No PVC pipe and fittings allowed except as noted in the paragraph below. Type DWV Copper piping with soldered joints may be used for piping above ground (except for urinal drains) in lieu of cast-iron pipes for pipe sizes 102 mm (4") and under. Where copper tubing is used for urinal drains, the tubing must be "K" copper. Press fitting systems may be used between ½" to 2" where approved by code and with proper approvals and certifications but must not be used in concealed locations.

3) Sanitary, waste, vent, and storm piping below ground must typically be hub and spigot service weight cast iron pipe and fittings with compression gaskets conforming to the requirements of ASTM C564. Sanitary, waste, vent, storm PVC and HDPE pipe and fittings may be used below ground in lieu of the typical cast iron pipe and fittings. Pipe and fittings must be schedule 40 DWV type and conform to ASTM D 2665 solid wall PVC pipe. PVC pipe with cellular core, foam core or composite core is NOT approved for use. Piping installed in stable soil must conform with ASTM D2321 Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity Flow Applications. Piping installed in unstable or unusual soil conditions must conform with ASTM F2536 Standard Guide for Installing Plastic DWV Piping Suspended from On-Grade Slabs.

g. DOMESTIC WATER PIPING

1) Above ground domestic water piping must be Type L copper with lead free solder joints. Press fitting systems may be used between ½" to 2" where approved by code and with proper

approvals and certifications but must not be used in concealed locations. Solid copper supply lines must be installed from the fixture shut off valve to the fixture connection. Flexible water connectors from the fixture shut off valve to the fixture connection are not permitted. Plumbing fixtures with factory provided flexible water connectors are not permitted. All copper piping used in below ground water applications must be Type K copper with lead free solder joints. Press fitting systems are not allowed for below grade piping.

2) Provide a recirculation loop on all cold-water risers and major branch distribution ends, for flushing purposes.

h. Concealed Locations - Concealed locations are defined as those areas where there is no direct access such as pipe chases, hard ceilings (access doors do not change the definition of a hard ceiling to accessible) and other inaccessible locations. Interlocking ceiling tile systems are considered inaccessible, but acoustical ceiling tile is not.

i. Isolation Valves – Isolation valves must be provided on all lateral piping entering all bathrooms, mechanical rooms, kitchens, and other rooms provided with domestic water where there is at least more than one fixture. These valves must be in areas that can be reached without the use of a ladder, and are easily accessed, in case of an emergency. All locations must be identified with a printed sign. Valves must be exercised regularly.

1) For detention areas in courthouses, isolation valves must not be in prisoner holding cells.

j. Hose bibbs shall have a maximum spacing of 100’ centers. Provide hose bibs at primary and secondary inspection booths. Primary: minimum 1 per 4 booths. Secondary: minimum 1 per 4 spaces.

k. Fuel Storage Tanks – Aboveground storage tanks (ASTs) and underground storage tanks (USTs) used to store fuel are herein referred to collectively as fuel storage tanks (FST). All newly installed FSTs must be installed in accordance with all federal, state, and local regulatory requirements, codes, and GSA Policy including Order PBS 1095.2.

1) USTs must meet the regulatory design, monitoring, and installation criteria for USTs whether or not the UST meets the regulatory definition of a regulated UST. Each new UST must also be equipped with an automatic tank gauge (ATG).

2) Upgrades to USTs must meet current regulatory requirements and include a method of continuous leak detection that can detect a release from any portion of the tank and the connected underground piping that routinely contains product. Based on engineering soundness, existing tanks must also be retrofitted with ATGs.

3) Aboveground storage tanks must be equipped with a method of leak detection and appropriate secondary containment.

l. Operability and Maintainability

1) Accessible For Maintenance

2) Install equipment so that it can be safely and easily maintained and inspected. Comply with requirements for mechanical room sizes and manufacturer's recommended clearances around installed equipment.

3) Do not install equipment that requires maintenance below a raised access floor.

4) Do not install domestic hot water heaters above ceilings.

5) Split air-cooled systems providing cooling to a space must reject heat outside of the building envelope.

m. Operations - Design the HVAC system so that equipment failures and normal maintenance have minimal impact on the tenants. Failure of one piece of equipment must not shut down large portions of the building. Install piping and valves so that equipment can be easily isolated for repair and so that different combinations of equipment can be used during replacement and overhaul. Equipment components, spare parts, and materials should be readily available, and the equipment should be repairable by crafts people available in the local area. This is especially important in the remote locations of some Land Ports.

n. Robust and Reliable: Extended Life Expectancy - Public buildings have a longer life expectancy than most commercial office buildings. Forty percent of GSA's occupied inventory is over 50 years old. Many buildings are over 100 years old and are expected to continue in service for decades to come. HVAC systems are expected to have extended service lives. They will be modified many times over the life of the building and operated by many different maintenance firms and occupied by many different tenants. Selection of robust, reliable, energy efficient equipment is important. Systems that can be reliably operated at near design conditions over the long term are needed.

8. FIRE PROTECTION AND LIFE SAFETY

Fire protection and life safety systems shall be selected and designed to comply with the standards and performance criteria listed within the PBS Core Building Standards (CBS), LPOE Design Standards, and other referenced standards within the OPR to ensure the long-term durability, maintainability, and efficiency of the facilities with consideration taken for operation and maintenance costs. Key codes driven by the CBS and code versions driven by the solicitation date are the 2024 editions of the International Fire Code (IFC) and International Building Code (IBC), the most-current editions of NFPA standards (e.g., NFPA 13, NFPA 24, NFPA 72, etc.)

a. Site Fire Protection: as referenced in Section 04.2.g, the scope of work includes the re-design and full replacement of the site fire protection infrastructure. The base bid includes a new dedicated fire protection service loop which will be fed from the southeast corner of the site, with a potential to "back feed" the dedicated fire protection service loop using the existing tap at the northeast corner of the site. A double-check valve and other connections will be installed in accordance with El Paso Water requirements. The dedicated fire protection service loop will serve all hydrants and all sprinkler system laterals to buildings.

Required water flow to hydrants will be based on the IFC, Appendix B – given the building areas construction types, and sprinklered status. Although fire flow values are typically reduced for sprinklered buildings, a site comprised of sprinklered and unsprinklered buildings may have varying

required fire flows. The available fire flow will be determined through a fire flow test performed at the commencement of design by the DB Contractor.

IFC Table B105.1(1) flow values are reduced 75% per IFC Table B105.2 for sprinklered buildings. This generally results in a required fire flow of at least 1,000 gpm, assuming noncombustible buildings with a gross area of < 37,900 sf.

The number and distribution of fire hydrants shall be such that all portions of the first floor of each building are accessible within 500 ft of a hydrant. This access shall be provided by code compliant fire lanes, with a maximum of 150 feet of travel allowed for manual hose lay. Fire hydrants may be required on both sides of roadways that may be congested with vehicle traffic (El Paso Fire Department has indicated traversing a roadway to access a hydrant has proven to not be feasible). The location of the fire hydrants relative to the buildings' Fire Department Connection (FDC) shall not exceed 150 feet. Hydrant configuration and installation will be per City of El Paso Fire Department and Water Department standards.

Fire department access shall be in accordance with the IFC and City of El Paso amendments. Fire lanes shall be a minimum width of 26 feet in proximity to the hydrant (20 ft before and 20 ft after) and provided with proper signage. Hydrant access curbs are to be painted red and be conspicuously and legibly marked with the warning "FIRE LANE - TOW AWAY ZONE" in white letters at least three inches tall and a one-half inch stroke. Fire apparatus access roads shall not exceed 11 percent in grade, and dead-end roads more than 150 feet shall be provided with width and turnaround provisions in accordance with Table D103.4 of the IFC, unless approval is granted by the responding Fire Department. An inner turning radius of 25 ft and an outer turning radius of 50 ft shall be provided on all turns > 30°.

b. Sprinkler Protection: a complete wet pipe fire sprinkler system will be designed and installed in each building, in accordance with NFPA 13 and local codes. The lateral supplying each building will include an exterior post-indicating valve (PIV) capable of being padlocked. Underground pipe shall be C900 DR14 PVC pipe with ductile iron fittings. The main lead-in to each building will transition to a one-piece stainless-steel riser elbow. All fittings shall be mechanically restrained and provided with concrete thrust blocking per NFPA 24.

   A Fire Department Connection (FDC) will be required for each building, downstream of the building's lateral and PIV. The typical detail is a 2-way x 2.5-in inlet. Provide locking Knox caps provided for FDC's in publicly accessible locations. Knox model numbers must be coordinated with the El Paso Fire Department.

   The above-ground sprinkler system materials will be threaded or rolled-groove steel pipe. Only Schedule 40 (pipe 2-in. and smaller) and Schedule 10 (pipe larger than 2 in.) thicknesses are allowed. Sprinkler head styles will include standard pendant (ordinary office and support areas), standard upright (spaces with unfinished ceilings), concealed sidewall (Com/IT or electrical rooms where running water pipes in the room is undesirable), and institutional pendant heads (detention areas). The primary hazard class is Light Hazard, with limited Ordinary Hazard Group 1 and Ordinary Hazard Group 2 protection areas.

   Facilities may contain seized property areas that may warrant special sprinkler system application densities. The base bids should assume NFPA 13 "miscellaneous/low-piled storage" in satellite storage areas and shall assume rack storage of palletized Class I-IV and exposed/unexpanded Group

A Plastics in bulk storage areas. The storage heights (and protection requirements) will be commensurate with the ceiling heights.

The design team will determine whether heat will be provided to the spaces and will provide the appropriate sprinkler protection for those areas. At present, plans should assume these areas will be heated and can be protected by wet pipe sprinkler systems that serve the primary occupancy. Unheated storage areas on the outer perimeter of the buildings can typically be provided with dry sidewall sprinkler heads.

Larger areas, such as underground parking, will require sprinklers and may require dedicated dry pipe systems. These dry pipe systems will include nitrogen purge systems to improve corrosion resistance.

Non-combustible, stand-alone weather protection canopies that are provided with a Fire Separation Distance recognized by the IBC to allow unlimited/unprotected openings and non-rated exterior walls will not be required to be sprinklered. This includes mezzanines and pits included under those noncombustible canopies.

LPOE Design Standards typically include system zoning (control valves and flow switches) for sprinklers protecting LAN, SLAN, and IT rooms. However, given the sizes of these types of rooms on this project, rooms will be protected by concealed sidewall sprinkler heads. This will avoid running charged sprinkler pipe above electrical and IT equipment and makes the heads less susceptible to damage. Therefore, separate flow switches and isolation valves are not warranted for these rooms.

All fire protection system piping must be clean, primed, and painted with one coat of red alkyd gloss enamel paint. Exposed piping in finished areas must be painted to match adjacent surfaces and provided with 2-in.-wide red alkyd gloss enamel paint bands every 10 ft and on both sides of wall, ceiling, and floor penetrations. Subject to approval by CBP, painting all exposed piping in finished areas with red alkyd gloss enamel paint may be considered an acceptable alternative to painting bands, if approved by the GSA Project Manager.

c. Fire Alarm System:

The fire alarm systems hall be installed per NEC Article 760, NFPA 72, NFPA-90A, NFPA 101, the IFC, and applicable fire protection and life safety codes. The fire alarm system shall be addressable and networked to the Main Inbound/Administration Building. Communication will be via underground network comprised of wire listed for wet locations. Network wiring will run in dedicated conduits (low voltage) within other site infrastructure duct banks. Although the network system will be Class A, physical separation of the in/out underground conduits is not required by GSA. Class A wire separation and surge suppression will be provided to conductors as they enter or leave the building.

The fire alarm systems will be Emergency Voice Alarm Communication System (EVACS), which will monitor the status of the sprinkler system (tamper and flow switches), manual pull stations, spot smoke detection (above main panel), elevator, and air-handler shut-down interfaces. To the extent allowable by local codes, perimeter doors designated as emergency egress, where uncontrolled egress may be undesirable, must be equipped by time-delayed egress hardware with adjustable delay time up to 30 seconds as permitted by the AHJ. These doors must interface with the building fire alarm system to be released upon fire alarm activation. Similarly, code-required fire alarm release of other secured doors may also be part of this scope.

Audible coverage shall be provided in all areas. Occupant notification may include a local speaker if audibility/intelligibility cannot be met by common corridor speakers. Acoustically Distinguishable Spaces (ADS), where audibility/intelligibility cannot be met, will be discussed and need to be approved by GSA on a case-by-case basis.

Visible notification appliances are required only in public and common areas. Public and common areas include, but are not limited to, public restrooms, reception areas, building core areas, conference rooms, and open office areas. For the purposes of this requirement, visible notification appliances are not required to be installed in single-person offices and visual occupancy notification will not be required for normally unoccupied rooms < 300sf.

Exterior notification speaker/strobes shall be provided on exterior walls adjacent to the secondary inspection areas and pedestrian waiting areas (e.g. Worker areas or areas where the public may be cueing); however, full occupant notification across the canopies is not anticipated.

All wiring must be installed in an electric metallic tube (EMT) or rigid conduit and run in the vertical or horizontal plane while making all turns at 90º angles. Wiring may be solid or stranded copper, except for network circuits, which may be fiber optic cable. Speaker circuits must be shielded. Signaling line circuits and initiating device circuits must be 18-AWG (American Wire Gauge) at a minimum. All circuits must be Class A per NFPA 72.

All fire alarm raceways and boxes either exposed in unfinished areas or in concealed areas will utilize fire alarm conduit, junction boxes, and covers that are red in color. In finished areas with exposed conduit, paint fire alarm conduit, junction boxes, and covers to match the room finish. Include identification text “fire alarm” on the inside cover of all junction boxes, and ¾-in. wide red bands at 10-ft intervals on all conduit and at each side of a floor, a wall, or ceiling penetration.

The system shall be pre-tested and certified by the fire alarm system installer and must be tested and deemed acceptable to the GSA Fire Protection Engineer, or their designee, upon completion of the project.

9. DETECTION AND ALARM REQUIREMENTS FOR CBP LPOE IT/LAN AND UPS ROOMS

As stated earlier, CBP LPOE IT/LAN and UPS rooms will be sprinklered with concealed sidewall sprinkler heads and dedicated tamper and flow switches will not be required for these rooms.

Aspirated Smoke Detection (ASD) systems will not be required, given the limited room sizes and uses. Rooms will be provided with multi-criteria (photoelectric/ionization) area detectors. Occupant notification will not be provided in these rooms, based on their normally unoccupied status and limited size (generally < 300 sf).

10. EMERGENCY RESPONDER COMUNICATION ENHANCEMENT SYSTEMS

An approved in-building emergency responder communication enhancement system (ERCES) may be necessary for the Main building and the below-grade parking, depending on the DB Team design approaches selected for those areas. The ultimate necessity will be based on a radio coverage survey that is to be included in the base fee and conducted in conjunction with the El Paso Fire Department or their approved vendors. Design accommodation to support the potential need for an ERCES shall be considered as part of the base bid. Provide an allowance figure for the actual ERCES equipment itself. If an ERCES is required, a permit will need to be obtained from the El Paso Fire Department for its design and installation.

11. ELECTRICAL

Systems shall be designed and selected to comply with the standards and performance criteria listed within the PBS Core Building Standards, LPOE Design Standards, and other listed standards within the OPR to ensure the long-term durability, maintainability, and efficiency of the facilities with consideration taken for operation and maintenance costs.

a. Lighting photometric studies are to be provided for the entire scope of the project to include but not limited to all buildings, canopies, booths, parking and site lighting. Required lighting levels can be found throughout the CBP Land Port of Entry Design Standard. Lighting studies shall include vertical and horizontal lighting calculations. Horizontal points shall be on a grid no greater than 3’ x 3’ on center for all inspection areas, and 10’ x 10’ on center for open site areas, at the task elevation (i.e. ground for site lighting). Vertical points shall be on a grid no greater than 10’ on center at 5’ above the ground. Vertical illumination data oriented towards the officers’ sightlines shall be provided. The calculation summaries shall include:

   1) Fixtures: Fixture description, initial fixture lumens, lamp lumen depreciation (LLD), luminaire dirt depreciation (LDD), and name of photometric file.

   2) Surfaces: All surfaces used in the calculation (permanent objects, ground, floor, ceiling, etc.) and their assumed respective reflectance/transmission values.

   3) Calculation results: Identify area of calculation grid, description of grid, units used (FC), average, maximum, minimum, average to minimum, and maximum to minimum.

   4) Plots: Architectural/civil background drawings with point-by-point values overlaid at a readable font size. Provide scale of drawing.

b. Power Systems Goals and Objectives

   1) Coordination shall occur with the local electrical utility company to verify that the existing over-head primary electrical lines have sufficient capacity to serve new construction.

   2) Coordination shall occur with the local electrical utility company to review the possible need of having existing over-head electrical primary lines added and extended to facilitate the serving of new buildings located on the existing site.

   3) Coordination shall occur with the local electrical utility company regarding the extension of new over-head electrical primary to serve the new facilities that are to be located at the newly purchased adjacent property.

   4) The engineer shall inquire with the local electrical utility company to assess the feasibility of providing a second over-head electrical primary line to serve the new site. This second over-head electrical primary line shall be served from a separate power station switch independent of the existing over-head electrical primary line serving the original site. This will allow redundancy of the normal power electrical utility.

   5) All new electrical services shall be sized to facilitate future growth and expansion. To facilitate this potential growth each electrical service shall be sized for 50% spare electrical capacity.

6) Where it is necessary to run communication cables parallel to power cables, two separate duct banks must be provided with separate manhole compartments. The same holds true for normal and emergency power cables. Duct banks must be spaced at least 300 mm (1 ft.) apart. BICSI Standards govern the installation of telecom infrastructure.

7) Concrete encased PVC Schedule 40 must be used for all services entering the building (power, communications, and/or life safety) and a minimum conduit diameter of 4in must be utilized. Where redundant service is required, alternate and diverse paths must be provided.

c. Paving & Hard Surface Area

Parking Lot Lighting: Provide high-security lighting for parking areas and walkways.

Site Lighting: Provide illuminance requirements specific to each functional inspection area. Approach, Pre-Primary, Primary Inspection, Post Inspection, Transition to Secondary, Transition to Exit, Secondary Inspection Canopy. Each area has specific lighting requirements that must be met.

d. Advanced Building Metering and Control

All projects must install advanced meters for electricity. Advanced electric meters capable of bidirectional monitoring of phase voltages, phase currents, power consumption (demand), power factor, kVAR, and availability. These meters must be capable of communicating via MODBUS/TCP/IP. Meters must meet at a minimum the definition stated. Government projects are encouraged to also include demand reduction logic in the building automation system that is capable of activation upon input from the building operator or the intelligent meters.

All networked metering required by ASHRAE 90.1 or Advanced Building Metering below the Whole Building Meter or Multi-point Submeter capturing total system loads, must be tied to the Building Automation System (BAS). Whole Building Meter or Multi-point Submeters with total system loads, can be tied to the BAS and/or the central Advanced Metering Interface. (See GSA's Advanced Metering Implementation Guide for detailed delineation of AMI vs BAS metering).

Switchgear must meet UL 1558 and be provided for the service entrance equipment and associated distribution sections/circuit breakers of any service 1200 amperes or greater. The UL1558 switchgear must have enclosed, draw out-type circuit breakers, one per each size fully equipped spare cubicle, a breaker lifting device, and a ground and test device. The ground and test device must be stored in a spare switchgear cubicle. If the switchboards are used for service entrance equipment below 1200 amperes, they must be constructed in accordance with UL 891. Breakers with solid state trip units must have Modbus communications and must be tied into the BAS for status and power monitoring.

All breakers in the service main switchgear must be fully rated. Series rating is not to be permitted. Main and feeder breakers must be provided with integral solid-state ground-fault protection tripping elements.

IR camera inspection ports must be provided on the enclosure of all switchgear for ease of inspecting switchgear for thermal problems while under load.

Switchgear must be provided with a mimic bus. All switchgear or switchboard panels must have hinge covers in lieu of removable covers for safety purposes.

All switchgear or switchboard sections must be installed on four-inch concrete housekeeping pads.

As a GSA preference, electrical rooms shall be located within the core areas of the facility and shall be stacked vertically. A minimum of two perimeter walls of each electrical room must be accessible for conduit penetration. Adequate numbers of electrical rooms must be provided, such that no electrical room serves more than 10,000 sq. ft. and no branch circuit is more than 120 feet long horizontally. Electrical rooms must be provided with minimum unobstructed dimensions of 6 ft. by 10 ft. A minimum of 30 percent future use wall space must be provided with available NEC clearance. All transformers must be floor mounted in new construction and must only feed the floors on which they are located.

e. Branch circuits/receptacles

Lighting circuit load: 120-volt circuits must be limited to a maximum of 1,400 volt-amperes. 277-volt circuits must be limited to a maximum of 3,200 volt-amperes.

Receptacle circuit load: 120-volt, 20-amp circuits must be limited to a maximum of 8 duplex receptacles.

Communication room equipment receptacles must be locking type to prevent accidental disconnection. Special purpose receptacles must be provided as required.

f. Panelboards

Panelboards must be constructed to comply with the requirements of UL 67 and UL 50.

Type-written replacement panelboard schedules must be provided.

All panelboard interiors must be constructed using hard-drawn copper of 98 percent conductivity, with AIC bracing greater than the calculated available fault current. The minimum short circuit rating for 208Y/120V panelboards must be 10,000 amperes symmetrical. The minimum short circuit rating for 480Y/277V panelboards must be 14,000 amperes symmetrical. A full-size copper ground bus for connecting ground conductors must be bonded to the steel cabinet.

Branch circuit breakers must be bolt-on designed for replacement without disturbing the adjacent units. Breakers must comply with the requirements of UL 489, thermal magnetic type with a short-circuit rating greater than the calculated available fault current. Panels must be specified with “door-in-door” trim.

All new emergency panelboards must be provided with integral surge protection devices as required by NFPA 70, section 700.8. Panelboard circuits feeding outside loads (lighting, receptacles, charging stations, etc.) must also be protected with type 2 SPDs if building lightning protection is provided.

g. Conduits

Minimum conduit size must be ¾”. Conduit systems must be used between the panelboard and the first wiring device. Conduit systems are limited to the following:

1) RSC – Rigid galvanized steel conduit

2) RAC – Aluminum conduit (with steel elbows)

3) IMC – Intermediate steel conduit EMT – Electrical metallic tubing (full compression steel fittings

4) only) FMC – Flexible steel conduit – connections to recessed lighting fixtures, motors, or concealed

5) in movable wall partitions.

6) LFMC – Liquid flexible steel conduit with PVC jacket. Connections to vibrating equipment (motors,

7) transformers, etc.)

8) PVC – Polyvinyl chloride - Underground.

12. TELECOMMUNICATIONS SYSTEMS

Telecommunications Systems shall meet or exceed the requirements set forth in the 2023 Land Port of Entry Design Standards. The DB Team will install the infrastructure in coordination with CBP and GSA.

13. AUDIO VISUAL & CONTROL SYSTEMS

Audio Visual and Control Systems shall meet or exceed the requirements outlined in the 2023 Land Port of Entry Design Standards. All supporting infrastructure must be provided and installed in accordance with the Room Data Sheets. Refer to the LPOE Funding Responsibility Tool for detailed DB Contractor responsibilities.

14. LPOE SPECIALTY SYSTEMS

The DB Team shall coordinate the design of the infrastructure requirements for incorporation of specialized systems including non-intrusive inspection (NII) technology that includes license plate readers (LPRs), sterilizers, radiation portal monitors (RPMs), low energy portals (LEP) and Z- portals as documented in the 2023 Land Port of Entry Design Standards. The infrastructure for all of these specialty systems will be provided by the DB Team. The DB Team will coordinate the design and installation with the CBP Land Port of Entry (LPOE) Integration Team, GSA, and the CMa. Once the infrastructure is in place, the separate CBP Land LPOE Integration Team will install each specialty system and ensure it is running according to CBP requirements. Refer to the LPOE Funding Responsibility Tool for detailed DB Contractor responsibilities.

a. License Plate Reader (LPR)

License Plate Readers are positioned on islands located after the RPMs and prior to the Primary Inspection Booths. LPRs will be required for each of the inbound POV lanes and will take a large coordination effort both during design and construction.

b. Radiation Portal Monitor (RPM)

Each inbound POV lane shall be equipped with RPM systems. The RPMs can be located either before or after each of the Primary Inspection booths depending upon manufacturer and technology requirements. They are intended to detect the movement of radioactive material through the port

c. Z Portal

The Z-portal requirements for the Bridge of the Americas Modernization Project may involve relocation of existing Z Portals and the addition of new Z Portals. Z portals typically located post primary inspection booths are for the purposes of providing a second non-invasive scan of POVs that pass through the LPOE. The Z Portal utilizes X-ray technologies to provide images of the POV to the CBP officers processing the vehicles.

d. Low Energy Portal (LEP)

The Low Energy Portals (LEP's) is a drive through non-intrusive (NII) system utilizing low energy doses to image an occupied in motion in pre-primary, primary, and secondary inspection areas.

15. PORT RUNNER SUPPRESSION SYSTEM.

A Port Runner Suppression System is a modular, computer-controlled traffic control system designed to detect, deter, and physically stop vehicles attempting to evade inspection ("port runners") by breaching the port without authorization, using progressively escalating measures such as warning signals, barriers, gate arms, and tire shredders across multiple stopping zones. The PRSS system will be designed, furnished, installed, and tested by the DB Contractor. Refer to the LPOE Funding Responsibility Tool for detailed DB Contractor responsibilities. Refer to the Appendix for supplemental requirements pertaining to the PRSS.

16. HAZARDOUS MATERIALS

The existing buildings require abatement of Asbestos Containing Materials (ACM). ACM surveys are provided in the Appendix.

17. GEOTECHNICAL ENGINEERING STUDY

The geotechnical report provided to the Design Build Teams as a part of the Stage II package is only intended to be used as a basis to provide the concept design. Each design build team shall utilize their own geotechnical engineer to provide recommendations for design of foundations and paving based on the information in the geotechnical report provided with the Stage II documents.

Provide a new geotechnical engineering analysis, including coordination of location and quantity of soil borings to determine the appropriate foundations and paving for the new construction proposed for the Bridge of the Americas Modernization. Borings shall be conducted by the Design Build Contractor at the beginning of the design stage of the project. Soil borings shall be taken at strategic locations around the site to provide sufficient information to GSA, CBP and the Design Team for providing the most appropriate foundation systems for each of the buildings onsite and for proposing pavement designs. The number of site borings shall be determined by the design team based upon the site plan, proposed building layouts, parking, and drive aisles. Typical borings shall be taken to a depth of 50' with at least two (2) extending to a depth of 100' or refusal. All site activities to be coordinated in advance with GSA, CMa, and CBP. Reference 01 10 01 OPERATIONAL IMPACT PLAN.

GSA shall review the geotechnical report and provide comments. These comments shall be addressed in the final geotechnical study. The DB Contractor shall be required to provide foundations and paving based on the recommendations in this final geotechnical report. The geotechnical report shall be submitted within 120 calendar days of the Notice to Proceed.

18. OPERATIONS AND MAINTENANCE

The DB Team shall identify the means and methods expected for the inspection, adjustment, cleaning, maintenance repair, and replacement of building components following the principles of GSA's Operational Excellence program.

a. Construction Phasing and CBP Operations

Importance of sightlines to CBP's operations, if work is to continue after the port becomes occupied by CBP agents, phasing plans should clearly identify where building materials, equipment, etc. will be stored on site, and what the dimensional constraints of those storage areas are, including height.

b. Facilities Asset Inventory (equipment list), Preventative Maintenance Plan and Schedule

The DB Contractor must identify the proposed equipment list, maintenance plan and schedule at key milestones of the design phase for the approval of GSA and CBP personnel. The approved equipment must be included in the training program, included in the Native Building information Model (complying with the GSA National BIM, CDX & COBie Standard), satisfy the Common Data Exchange (CDx), satisfy COBie standard format and included in the O&M Manual. The equipment selection process must mirror the design process in general. Levels of definition and review submissions must be identified within SECTION 05 | CBS SUBMITTAL MATRIX. Coordinate equipment training with GSA 01 78 22 OPERATION & MAINTENANCE DOCUMENTATION and GSA 01 82 00 DEMONSTRATION & TRAINING and GSA 01 78 25 BUILDING INFORMATION & MODELING.

c. Building Automation System (BAS)/Building Management System (BMS)

The DB Team is responsible for ensuring that all Building Automation System (BAS) or Building Management System (BMS) building design and installation activities align with GSA's enterprise-wide smart building strategy. This includes the selection and deployment of a unified, non-proprietary BAS platform. All new Building Automation System (BAS) platforms specified and installed under this Design-Build contract shall be based on the Niagara Framework. The Niagara Framework is the only enterprise-wide BAS platform currently approved by the U.S. General Services Administration (GSA) that meets the full spectrum of operational, cybersecurity, and IT integration requirements.

The system must be commercially available off-the-shelf (COTS) from multiple suppliers, not require proprietary software or third-party programming tools, and offer embedded block-logic programming capabilities without the need for additional licenses or specialized commissioning applications, must be IPv6-capable, be capable of receiving Authority to Operate (ATO) within the Building Systems Network (BSN), and comply with NIST and all applicable GSA IT security directives. To ensure long-term support and system integrity, the BAS must be covered under a software maintenance agreement (SMA), allowing for regular updates and upgrades in response to emerging security vulnerabilities and system enhancements. The solution must be reflected in the project's native Building Information Model (BIM), fully documented in the O&M Manual, and comply with the GSA's COBie and CDX data standards.

The DB Contractor must coordinate with the GSA Smart Buildings team throughout the design phase to verify solution compatibility and confirm adherence to current standards, including the Smart Building Implementation Guide, ADM 7002.1, and other relevant technical policies and guides.

d. Existing Systems and Operational Requirements

The DB Contractor shall conduct a comprehensive review of all existing systems, infrastructure, and operational requirements to ensure these conditions are fully understood and appropriately incorporated into the planning and design of the project. This review shall include, but not be limited to, assessments of current building systems, utilities, operational workflows, maintenance needs, and any constraints that may influence design decisions. The DB Contractor shall engage with the GSA and relevant stakeholders to validate existing conditions, identify opportunities for improvement, and ensure continuity of operations. Findings from this review shall directly inform the development of design solutions, project phasing, and construction planning to support a seamless transition from existing to new system.

e. Regular Maintenance and Special Cleaning Requirements

The DB Team shall identify elements of the building that require regular maintenance and special cleaning requirements. Such elements shall be considered within the planning and design of the LPOE and coordinated with the design specifications.

19. COMMISSIONING PLAN

The DB Team shall coordinate all aspects of planning, design, and construction with consideration of the project Total Building Commissioning requirements. Coordinate with the CMa/CxP. Building systems to be commissioned include but are not limited to:

a. Fire and Life Safety

b. Building Enclosure (BEC)

c. Mechanical, Electrical, and Plumbing Systems (MEP)

d. Landscaping Systems

e. Other systems

20. BUILDING INFORMATION MODELING (BIM) AND (COBIE) AND OTHER ELECTRONIC DATA

The DB Contractor must:

a. Comply with the GSA National BIM, CDX & COBie Standard, CBS and GSA 01 78 25 BUILDING INFORMATION & MODELING.

b. At a minimum all model objects must be at LOD 300 at final construction documents.

c. Comply with Required BIM Workflows in the GSA National BIM, CDX & COBie Standard

1) Develop and Maintain a BIM Execution Plan and COBie Information Delivery Plan(Use 2024 updated template referenced in the GSA National BIM, CDX & COBie Standard)

2) Use the Native model for Spatial Data Management/Validation and include SDM data in the Native BIM and comply with CBS requirements.

3) Provide and capture Operations & Maintenance Data in the Native BIM.

4) Perform 3D Coordination during design and construction

d. Comply with the GSA National BIM, CDX & COBie Standard, providing required data in the Native BIM related to Spaces/Rooms, the facility, and maintainable assets

e. Comply with the GSA National BIM, CDX & COBie Standard, delivering a COBie spreadsheet and organized/structured operations and maintenance documents.

f. Refer to the GSA National BIM, CDX & COBie Standard for requirements.

g. All BIM design submissions must comply with the CBS Submittal Matrix (General Information Section) at each stage of design development as defined by the CBS

h. 2D drawings must be derived from the BIM model and comply with the PBS CAD Standards.

i. 3D Design Coordination and Construction Coordination efforts (such as MEP coordination) must be conducted using BIM tools, such as Autodesk Navisworks in accordance with the GSA National BIM, CDX & COBie Standard. Design documents must show proof of coordination efforts (through reports and submission of coordination files) in accordance with CBS Submittal Matrix. Construction submittals (fabrication and installation documents) must be fully coordinated using 3D software before submission to GSA for review and must be kept up-to-date with any “as-built” changes made after approval.

j. The BIM deliverables must contain site information that is positioned in accordance with:

1) Coordinate system in the model space

2) Geographic coordinate system in the real world. (Note: models that do not include site information in their primary authoring tool will be rejected as non-compliant). Refer to GSA National BIM, CDX & COBie Standard for Guidance.

k. The DB Contractor must submit BIM deliverables in “agreed upon” authoring software platforms in native and IFC file formats for all project phases. Autodesk Revit is the preferred model authoring software of GSA, and if another BIM software is proposed by the DB, the DB must provide a detailed BIM Execution plan to demonstrate how the requirements of the GSA National BIM, CDX & COBie standard will be met with the alternative software, including data requirements of the Common Data Exchange. The DB will propose which version of the modeling software will be used, which must be approved by GSA.

l. DB Contractor must also submit BIM deliverables in Navisworks (nwc, .nwf, .nwd) formats.

m. In the final deliverable, the DB Contractor must also submit an "area plan" compliant with BOMI standards.

n. BIM software must also be used to deliver Spatial Data Management (SDM) requirements in compliance with CBS requirements. This includes area calculation plans, CAD exports and room/space data attributes (defined in the Common Data Exchange).

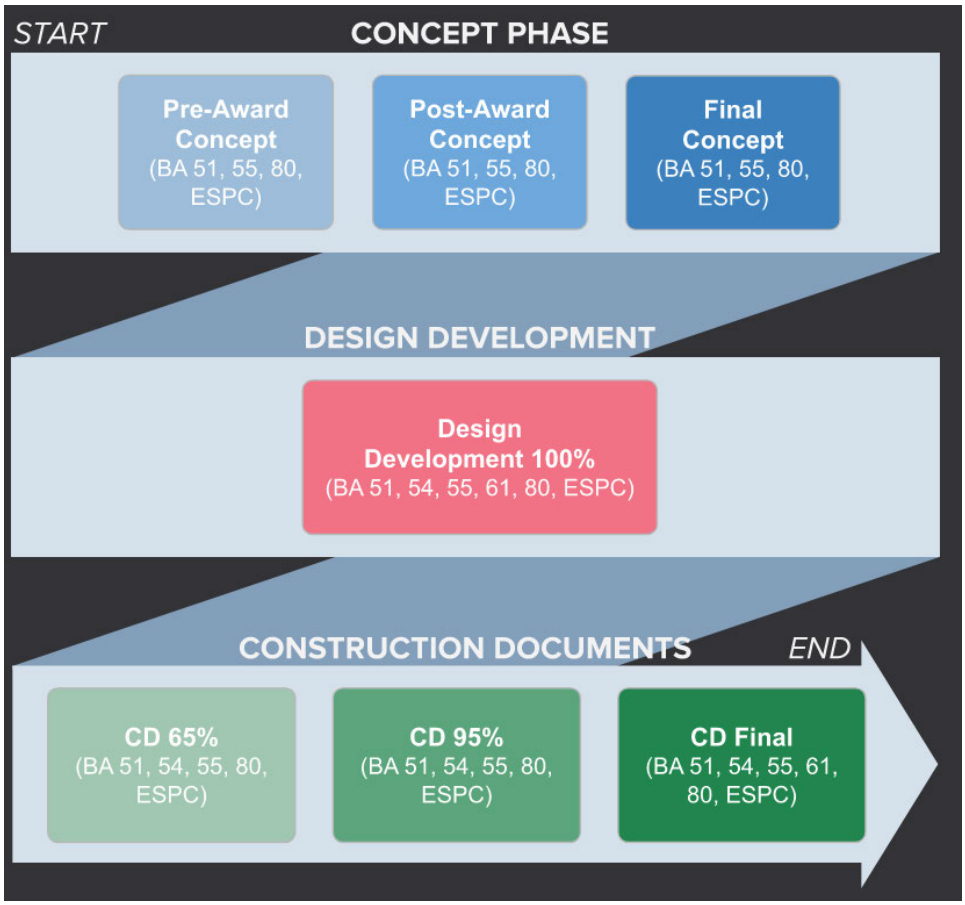
o. The designer's final native BIM model (Record Model) must comply with the data and model attribute requirements of the GSA National BIM, CDX & COBie Standard at design completion. The final "as-built model" will be delivered in the BIM authoring software format, complete with data defined in the CDX. The DB is responsible for extracting the data required by the CDX from submittals and other manufacture data sheets and populating the native model with the data. See GSA National BIM, CDX & COBie Standard for definitions of "Record Model", "As-built model" and other model types. The DB is also responsible for delivering the COBie spreadsheet and related documentation organized according to the GSA National BIM, CDX & COBie Standard.

p. An agenda item for the Kick-off meeting must include reviewing BIM requirements with the GSA BIM Program Manager. The DB Contractor must review the BIM Execution Plan (BEP) Template and COBie Information Delivery Plan Template reference in the GSA National BIM, CDX & COBie Standard prior to this meeting. At each design phase, the DB Contractor must revise the BEP with input and concurrence from the GSA project team.

q. List existing electronic and/or print drawings that are provided, type, and date and size, etc.

SECTION 05 | CBS SUBMITTAL MATRIX

The CBS Submittal Matrix is provided to document the design-build baseline submittal requirements for the project. The DB Team must still provide the standard of care for a fully constructible set of documents. The CBS Submittal Matrix identifies items that GSA requires to validate that the project is moving forward while meeting requirements of CBS. Additional submittal requirements may be included in the project contract. Reference Section VII – Appendix.



END OF SECTION

VII. APPENDIX: APPENDIX

A. Standards and Criteria Documents

1. GSA Requirements
    a. PBS Core Building Standards. See in Attachments, including all applicable standards, criteria, and guides listed therein.
    b. CBS Submittal Matrix
    c. P-120, PBS Cost and Schedule Management Policy Requirements (October 2022)
    d. GSA Division One Specifications and Cybersecurity Specifications (2024)
    e. Fire Protection Specifications and Guidelines
    f. Industrial Hygiene Environmental Specifications
    g. BIM, COBie, CAD, and Other Digital Requirements
        1) 2024 BIM CDX COBie Standard
        2) BIM CDX COBie Sample Model and Configuration Files
        3) COBie Playbook Files
        4) CAD Standard V6, March 10, 2021
    h. GSA Space Assignment Policy and LPOE Addendum
        1) National Business Space Assignment Policy, August 2023
        2) LPOE Space Assignment Addendum – September 2022
    i. Building Automation Systems (BAS)
        1) GSA Smart Buildings Implementation Guide
        2) GSA Smart Buildings Program Guide
        3) GSA Data Normalization for Building Automation Systems (BAS)
    j. Land Port of Entry Design Support Working Group Clarifications
        1) Demarcation Room Requirements Design Clarification, December 11, 2024
        2) Bullet Resistance & Force Entry Requirements Design Clarifications, July 18, 2024
        3) Use of Timber (Structural & Façade) Design Clarifications, October 23, 2023
        4) Public Lactation Room Requirements Design Clarifications, April 4, 2023
        5) Fire Sprinkler System Requirements Design Clarification, March 28, 2023
        6) Structural Precast Concrete Design Clarification, December 22, 2022
        7) Submetering of Energy Intensive Loads Design Clarification, July 18, 2024
    k. Land Port of Entry Program Delivery Alerts
        1) Non-Intrusive Inspection Technology in BIL LPOE Projects, January 22, 2024
    l. Construction Signage
        1) Construction Signage Memo Update, March 9, 2026
    m. GSA Pricing Desk Guide, Fifth Edition, August 1, 2020
    n. Architectural Barriers Act (ABA) Standards, 2015
    o. GSA Information Systems
        1) GSA IT Policy Requirements Guide, CIO-12-2018 V3, January 4, 2024
        2) GSA IT Security Procedural Guide: Security and Privacy Requirements for IT Acquisition Efforts CIO-IT Security 09-48 v6, April 15, 2021
        3) GSA Order 2100. 1N GSA Information Technology (IT) Security Policy
        4) IT Security Procedural Guide: Key Management CIO-IT Security-09-43 Rev 5
        5) 2100.2C CIO P GSA Wireless Local Area Network (LAN) Security Guide
        6) GSA IT Security Procedural Guide: SSL TLS Implementation Guide-CIO-IT Security 14-69 Rev 7
    p. Building Design Standards

2. CBP Requirements

a. CBP Land Port of Entry Design Standard
    1) CBP Land Port of Entry Design Standard, December 2023, including all appendices
    2) Interim Technical Guidance for the 2023 LPOE Design Standard, April 4, 2024
    3) OIT CBP National Cabling Standards 2025 VER 5
    4) CBP Physical Security Handbook OPR HB 1400-02C Version 3.0, December 2025
    5) CBP Information Systems Security Policy and Procedures Handbook, HB 1400-05D, November 16, 2017
    6) CBP Signage Design Standards, June 2016
    7) Voice/Data Communications Room Requirements, Version 3, June 2009
    8) PIIV Cable Labeling & Door Naming Conventions, June 4, 2019
    9) PIIV Policies & Regulations, May 19, 2020
b. LPOE Funding Responsibility Tool – CBP
c. Port Runner Suppression System
    1) CBP Directive No. 4510-045, Active Vehicle Barrier September 2025
    2) CBP Memorandum – Active Vehicle Barrier Guidelines January 31, 2025
    3) OFO Active Vehicle Net Barrier General Specification and Product Description
d. CAVSS Guide Standards, 2023
e. OFO Vault Build Guide, 2017 Revisions
f. Fixed Radiation Portal Monitor Design Basis Overview, April 2022, Version 2.2
g. Land Border Integration RPM Drawings
h. License Plate Reader Drawings, April 23, 2025
i. RPM Decommissioning Guidance – May 30, 2023
j. CBP Information Systems Security Policies and Procedures Handbook HB 1400-05D – Version 7, November 16, 2017
k. MegaCenter Alarm Requirement – January 2023
l. CBP Seized Asset Management and Enforcement Procedures Handbook, B4400-01B.4, June 2023
m. Use of Force Policy
    1) CBP Use of Force Policy, HB4500-002A, January 2021
    2) CBP Use of Force Policy, 4500-002B, January 2021
n. CBP Directive No. 5510-039 LAN Standards and Backups, August 23, 2004
o. CBP Directive No. 51711-004 Lactation Support Program, January 25, 2011
p. CBP Directive No. 5270-014 Recycling Policy, December 29, 2015
q. CBP Directive No. 3340-030B Secure Detention, Transport, and Escort Procedures at POEs, August 8, 2008
r. National Standards on Transport, Escort, Detention, and Search, October 2015
s. HSDN Data Sheet

3. FMCSA
    a. FMCSA Design Guide – Border Inspection Facilities, Dated July 9, 2024
4. USDA
    a. USDA Land Port of Entry Design Guide Supplement, March 15, 2006
    b. National Space and Design Guide, October 2, 2015
5. FDA
    a. El Paso Bridge of the Americas RP Justification
6. USFWS
    a. Space Management Handbook – September 2012

B. GSA Tools and Templates

1. Communications Plan Template

2. Project Readiness Template
3. FY25 Cost Estimating Workbook
4. Operational Excellence Checklist, FY2025
5. Project Management Plan Template
6. Design Review Comment Form
7. OPR Content Checklist, August 2021

C. References

1. Feasibility Studies
   a. BOTA LPOE Enhanced Feasibility Study Submission #6 (11/15/2023)
   b. BOTA LPOE Feasibility Study (November 2018)
2. BOTA LPOE Asbestos Building Audit Surveys
3. BOTA LPOE Program of Requirements
4. BOTA LPOE NEPA Final Environmental Impact Statement (December 2024)
5. Environmental Site Assessment
   a. Phase I ESA – November 21, 2023
   b. Phase II ESA – July 31, 2024
6. BOTA LPOE Facility Security Assessment (10/1/2022)
7. BOTA LPOE Minimum-Security Requirements (MSR) Document (September 27, 2022)
8. BOTA LPOE Preliminary Site Survey (1/17/2025)
9. BOTA LPOE Preliminary Geotechnical Report (1/22/2025)
10. BOTA LPOE NEPA Final EIS Record of Decision (4/25/2025)
11. BOTA LPOE Incinerator
12. BOTA Project Schedule
13. Operational Excellence
    a. GSA Design Guide for Operational Excellence, March 2024
    b. Design Excellence Policy and Procedures, Chapter 9, November 2022
14. Commissioning Guide, September 2020
15. Controlled Unclassified Information Guide
16. Guiding Principles for Sustainable Federal Buildings – December 2020
17. The Risk Management Process for Federal Facilities: An Interagency Security Committee Standard – August 2013
18. National Accessibility Program – Ed. 14.1
19. TxDOT Paisano Drive Corridor Study

END OF SECTION

"General Decision Number: TX20260245 05/18/2026

State: Texas

Construction Types: Building

Counties: Texas Counties of
El Paso

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

BOIL0074-003 01/01/2025

	Rates	Fringes
BOILERMAKER	$ 33.17	24.92

ELEC0583-001 01/01/2025

	Rates	Fringes
ELECTRICIAN (EXCLUDES LOW VOLTAGE WIRING AND INSTALLATION OF ALARMS/HVAC TEMPERATURE CONTROLS)	$ 29.50	9.39

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR ((3) HYDRAULIC CRANES 59 TONS AND UNDER)	$ 32.35	13.10
POWER EQUIPMENT OPERATOR ((1) TOWER CRANE)	$ 32.85	13.10

IRON0084-011 06/01/2024

	Rates	Fringes
IRONWORKER: ORNAMENTAL	$ 28.26	8.13

PLUM0412-001 01/02/2024

	Rates	Fringes
PLUMBER (INCLUDING HVAC PIPE INSTALLATION)	$ 40.74	15.35

SFTX0669-002 04/01/2025

	Rates	Fringes
SPRINKLER FITTER (FIRE SPRINKLERS)	$ 38.57	24.47

SUTX2014-021 07/21/2014

	Rates	Fringes
TRUCK DRIVER: WATER TRUCK	$ 12.00	4.11
TRUCK DRIVER: SEMI-TRAILER TRUCK	$ 12.50	0.00
TRUCK DRIVER: FLATBED TRUCK	$ 19.65	8.57
TRUCK DRIVER: DUMP TRUCK	$ 12.39	1.18
TILE SETTER	$ 12.02	0.00
TILE FINISHER	$ 11.22	0.00

SHEET METAL WORKER, EXCLUDES HVAC DUCT INSTALLATION.	$ 21.13	6.53
SHEET METAL WORKER (HVAC DUCT INSTALLATION ONLY)....	$ 23.56	3.60
ROOFER.....	$ 11.42	0.00
PIPEFITTER, EXCLUDES HVAC PIPE INSTALLATION.....	$ 18.15	0.98
PAINTER: BRUSH, ROLLER, AND SPRAY.....	$ 12.50	0.00
OPERATOR: ROLLER.....	$ 12.70	0.00
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE).....	$ 16.03	0.00
OPERATOR: MECHANIC.....	$ 17.00	0.00
OPERATOR: LOADER.....	$ 12.87	0.70
OPERATOR: GRADER/BLADE.....	$ 19.50	1.05
OPERATOR: FORKLIFT.....	$ 14.83	0.00
OPERATOR: DRILL.....	$ 16.22	0.34
OPERATOR: BULLDOZER.....	$ 18.29	1.31
OPERATOR: BOBCAT/SKID STEER/SKID LOADER.....	$ 13.93	0.00
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....	$ 14.43	0.74
LABORER: LANDSCAPE AND IRRIGATION.....	$ 10.00	0.00
LABORER: ROOF TEAROFF.....	$ 10.06	0.00
LABORER: PIPELAYER.....	$ 11.00	3.47
LABORER: MASON TENDER - CEMENT/CONCRETE.....	$ 10.82	0.96
LABORER: MASON TENDER - BRICK.....	$ 12.50	2.30
LABORER: DRILLER.....	$ 14.12	1.01
LABORER: COMMON OR GENERAL.....	$ 9.30	0.00
IRONWORKER, STRUCTURAL.....	$ 15.37	4.34
IRONWORKER, REINFORCING.....	$ 15.60	0.00
INSULATOR - MECHANICAL (DUCT, PIPE & MECHANICAL SYSTEM INSULATION).....	$ 16.91	0.00
GLAZIER.....	$ 15.86	1.00
FORM WORKER.....	$ 12.57	1.03
FLOOR LAYER: VINYL FLOORING.....	$ 12.87	0.00
FLOOR LAYER: CARPET.....	$ 12.81	0.00
FENCE ERECTOR.....	$ 9.93	1.83
ELECTRICIAN (LOW VOLTAGE WIRING ONLY).....	$ 15.38	2.92
ELECTRICIAN (HVAC/TEMPERATURE CONTROLS INSTALLATION ONLY).....	$ 19.09	6.45
ELECTRICIAN (ALARM INSTALLATION ONLY).....	$ 15.38	2.92
DRYWALL HANGER AND METAL STUD INSTALLER.....	$ 12.81	0.00
CEMENT MASON/CONCRETE FINISHER.....	$ 13.02	0.00
CARPENTER, EXCLUDES DRYWALL FINISHING/TAPING, DRYWALL HANGING, FORM WORK AND METAL STUD INSTALLATION.....	$ 13.51	3.29
CARPENTER (DRYWALL FINISHING/TAPING ONLY).....	$ 12.81	0.00
BRICKLAYER.....	$ 16.17	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at https://www.dol.gov/agencies/whd/government-contracts.

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

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the

collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

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             200 Constitution Avenue, N.W.
             Washington, DC 20210
  2) If an initial decision has been issued, then any interested
  party (those affected by the action) that disagrees with the
  decision can request review and reconsideration from the Wage
  and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
  Requests for review and reconsideration can be submitted via
  email to dba.reconsideration@dol.gov or by mail to:
             Wage and Hour Administrator
             U.S. Department of Labor
             200 Constitution Avenue, N.W.
             Washington, DC 20210
  The request should be accompanied by a full statement of the
  interested party's position and any information (wage payment
  data, project description, area practice material, etc.) that
  the requestor considers relevant to the issue.

  3) If the decision of the Administrator is not favorable, an
  interested party may appeal directly to the Administrative
  Review Board (formerly the Wage Appeals Board).  Write to:
             Administrative Review Board
             U.S. Department of Labor
             200 Constitution Avenue, N.W.
             Washington, DC 20210.
  ================================================================
            END OF GENERAL DECISION
  "
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"General Decision Number: TX20260293 05/18/2026

State: Texas

Construction Types: Highway

Counties: Texas Counties of
El Paso

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

SATX2025-006 11/15/2023

	Rates	Fringes
WELDER	$ 17.34	0.00
TRUCK DRIVER, SINGLE OR TANDEM AXLE DUMP TRUCK	$ 16.58	0.00
TRUCK DRIVER, SINGLE AXLE	$ 15.16	0.00
SERVICER	$ 17.87	0.00
SCRAPER OPERATOR	$ 18.33	0.00
REINFORCING STEEL WORKER	$ 20.57	0.00
PIPELAYER	$ 17.11	0.00
MOTOR GRADER OPERATOR, FINE GRADE	$ 20.04	0.00
MILLING MACHINE OPERATOR	$ 23.02	0.00
MECHANIC	$ 23.84	0.00
LOADER/BACKHOE OPERATOR	$ 17.92	0.00
LABORER, UTILITY	$ 16.73	0.00
LABORER, COMMON	$ 15.16	0.00
JOINT SEALER	$ 15.16	0.00
FRONT END LOADER OPERATOR, OVER 3 CY	$ 18.26	0.00
FRONT END LOADER OPERATOR, 3 CY OR LESS	$ 17.42	0.00
FORM BUILDER/SETTER, STRUCTURES	$ 19.37	0.00
EXCAVATOR OPERATOR, 50,000 POUNDS OR LESS	$ 19.70	0.00
ELECTRICIAN	$ 25.73	0.00
DIRECTIONAL DRILLING LOCATOR	$ 16.50	0.00
CRANE OPERATOR, HYDRAULIC 80 TONS OR LESS	$ 23.37	0.00
CONCRETE FINISHER, PAVING AND STRUCTURES	$ 17.99	0.00
ASPHALT RAKER	$ 16.28	0.00
ASPHALT PAVING MACHINE OPERATOR	$ 19.02	0.00
ASPHALT DISTRIBUTOR OPERATOR	$ 21.93	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their

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

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

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

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

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210
Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:
Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:
Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.
===
END OF GENERAL DECISION
"

Design Build Contract for: Design Build Contract for the Bridge of the Americas (BOTA) Land Port of Entry (LPOE) Modernization Project, El Paso, Texas

The Solicitation, Phase 2 – Request for Proposals

Attachments:

- Contract Price Form
- GSA Form 527 – Contractor's Qualifications and Financial Information
- SF 24 – Bid Bond
- Small Business Participation Commitment Document (SBPCD) – *to be submitted with Technical Proposal*
- Model Individual Subcontracting Plan Template - *to be submitted with Price Proposal*
- Proprietary Information Agreement
- GACA Instructions

Cover Page

Bridge of The Americas (BOTA) Land Port of Entry (LPOE) Modernization Project

Price Form

GSA RFP Number: 47PB5126R0003

CLIN	Description	TOTAL
	BASE SCOPE	
0001	Design Costs	
0002	Main Building Construction Base Scope Shell	
0003	Main Building Construction Base Scope TI	
0004	Noncommercial Insp to include 27 Lanes & Head House Base Scope Shell	
0005	Noncommercial Insp to include 27 Lanes & Head House Base Scope TI	
0006	Outbound Insp Construction Base Scope Shell	
0007	Outbound Insp Construction Base Scope TI	
0008	FMCSA Bus Inspection Construction Base Scope Shell	
0009	FMCSA Bus Inspection Construction Base Scope TI	
0010	TABC Building Construction Base Scope Shell	
0011	TABC Building Construction Base Scope TI	
0012	Utilies Construction Base Scope	
0013	Site Construction Base Scope	
0014	Demolition Construction Base Scope	
0015	CBP Furniture Design & Construction and Move Services	
	OPTIONS	
0016	Option #1A - Kennel Building Construction - Shell	
0017	Option #1B - Kennel Building Construction - TI	
0018	Option #2A - Noncommercial Insp 8 Additional Lanes -Shell	
0019	Option #2B - Noncommercial Insp 8 Additional Lanes -TI	
0020	Option #3A - Trusted Traveler Building Construction - Shell	
0021	Option #3B - Trusted Traveler Building Construction - TI	
0022	Option #4A - Narcotics Vault Construction - Shell	
0023	Option #4B - Narcotics Vault Construction - TI	
	UNIT Pricing	
	1. Imported Structural Fill, per 100 cubic yards	
	2. Asbestos Abatement, per square foot	
	3. Porthole Bore, (to maximum depth of vacuum boring equipment), per 10 bores	
	TOTAL EVALUATED PRICE	

Type or Printed Name: _____

Title: _____

Signature: _____

Firm Name: _____

Date: _____

UEI: _____

Project Costs

Bridge of The Americas (BOTA) Land Port of Entry (LPOE) Modernization Project

Price Form

GSA RFP Number: 47PB5126R0003

CLIN-0001	**Base Scope - Design Costs**		
	ITEM		**PRICE**
	20% Design Concept/GSA Commissioner's Approval		$
	35% Design/100% Civil/Demo/Utilities Design		$
	65% Design		$
	95% Design		$
	100% Design		$
	Design Overhead		$
	Design Profit		$
	Total Design Cost		$0.00

CLIN-0002	Main Bldg. Construction Base Scope Costs - Shell		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Main Bldg. Base Scope Construction Costs - Shell		$0.00

CLIN-0003	Main Bldg. Construction Base Scope Construction Costs - Tenant Improvement (TI)		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Main Bldg. Base Scope Construction Costs - Tenant Improvement (TI)		$0.00

CLIN-0004	**Non-Commercial Inspection Includes 27 Lanes & Head House Construction Base Scope Costs - Shell**		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Non-Commercial Inspection Includes 27 Lanes & Head House Construction Base Scope Costs - Shell		$0.00

CLIN-0005	**Non-Commercial Inspection Includes 27 Lanes & Head House Construction Base Scope Costs - Tenant Improvement (TI)**		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Non-Commercial Inspection Includes 27 Lanes & Head House Construction Base Scope Costs - Tenant Improvement (TI)		$0.00

CLIN-0006	**Outbound Inspection Construction Base Scope Construction Costs - Shell**		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Outbound Inspection Construction Base Scope Construction Costs - Shell		$0.00

CLIN-0007	**Outbound Inspection Construction Base Scope Construction Costs - Tenant Improvement (TI)**		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Outbound Inspection Construction Base Scope Construction Costs - Tenant Improvement (TI)		$0.00

CLIN-0008	FMCSA Bus Inspection Construction Base Scope Costs - Shell		
	ITEM		PRICE
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total FMCSA Bus Inspection Construction Base Scope Costs - Shell		$0.00

CLIN-0009	FMCSA Bus Inspection Construction Base Scope Costs - Tenant Improvement (TI)		
	ITEM		PRICE
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total FMCSA Bus Inspection Construction Base Scope Costs - Tenant Improvement (TI)		$0.00

CLIN-0010	TABC Building Construction Base Scope Costs - Shell		
	ITEM		PRICE
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	TABC Building Construction Base Scope Costs - Shell		$0.00

CLIN-0011	**TABC Building Construction Base Scope Costs - Tenant Improvement (TI)**		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total TABC Building Construction Base Scope Costs - Tenant Improvement (TI)		$0.00

CLIN-0012	Utilities Construction Base Scope Costs		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Utilities Construction Base Scope Costs		$0.00

CLIN-0013	Site Construction Base Scope Costs		
	ITEM		PRICE
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Site Construction Base Scope Costs		$0.00

CLIN-0014	Demolition Construction Base Scope Costs		
	ITEM		PRICE
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Demolition Construction Base Scope Costs		$0.00

CLIN-0015	**Base Scope CBP Furniture Design & Construction and Move Services Costs**		
	ITEM		**PRICE**
	Contractor shall provide furniture and equipment design layouts and all materials and labor for the purchase and installation of furniture and equipment. The awarded contractor shall provide personnel, equipment, supplies, transportation, tools, materials, supervision and any other products and services necessary to provide the following new FF&E requirements: product installation of new furniture and equipment, including but not limited to systems furniture, modular and freestanding case goods: task, side, ganged waiting, conference, and training room seating: all-purpose, training, conference, and detainee interview tables, file , technology and general purpose storage cabinets, weapons storage, heavy open shelving and office accessories. All products are to be entirely new and unused.		$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Base Scope CBP Furniture Design & Construction and Move Services		$0.00

	Total Project Cost		**$0.00**

Bid Options
Bridge of The Americas (BOTA) Land Port of Entry (LPOE) Modernization Project
Price Form
GSA RFP Number: 47PB5126R0003

CLIN-0016	**Option #1A - Kennel Building Construction - Shell**		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Option #1A - Kennel Building Construction Costs - Shell		$0.00

CLIN-0017	**Option #1B - Kennel Building Construction - Tenant Improvement (TI)**		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Option #1B - Kennel Building Construction Costs - Tenant Improvement (TI)		$0.00

CLIN-0018	Option #2A - Noncommercial Insp 8 Additional Lanes- Shell		
	ITEM		PRICE
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	otal Option #2A - Noncommercial Insp 8 Additional Lanes Construction Costs - She		$0.00

CLIN-0019	Option #2B - Noncommercial Insp 8 Additional Lanes -TI		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Option #2B - Noncommercial Insp 8 Additional Lanes Costs - Tenant Improvement (TI)		$0.00

CLIN-0020	**Option #3A - Trusted Traveler Building Construction - Shell**		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Option #3A - Trusted Traveler Building Construction Costs - Shell		$0.00

CLIN-0021	Option #3B - Trusted Traveler Building Construction - TI		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Option #3B - Trusted Traveler Building Construction Costs - Tenant Improvement (TI)		$0.00

CLIN-0022	**Option #4A - Narcotics Vault Construction - Shell**		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Option #4A - Narcotics Vault Construction Costs - Shell		$0.00

CLIN-0023	**Option #4B - Narcotics Vault Construction - TI**		
	ITEM		**PRICE**
	General Conditions		$
	Foundations		$
	Basement Construction		$
	Superstructure		$
	Exterior Closure		$
	Roofing		$
	Interior Construction		$
	Stairs		$
	Interior Finishes		$
	Conveyance System		$
	Plumbing		$
	HVAC		$
	Fire Protection		$
	Electrical		$
	Equipment		$
	Furnishings		$
	Special Construction		$
	Environmental - Remediation (soil)		$
	Environmental- Abatement		$
	Selective Building Demolition		$
	Sitework - Building Related		$
	Sitework - Non-Building Related		$
			$
	SUBTOTAL - Construction Costs		$0.00
	Overhead (offeror to enter percentage)*	0%	$0.00
	Profit (offeror to enter percentage)*	0%	$0.00
	Bond (offeror to enter percentage)*	0%	$0.00
	Insurance (offeror to enter percentage)*	0%	$0.00
	Total Option #4B - Narcotics Vault Construction Costs - Tenant Improvement (TI)		$0.00

Modifications

Bridge of The Americas (BOTA) Land Port of Entry (LPOE) Modernization Project

Price Form

GSA RFP Number: 47PB5126R0003

	Design Phase: Fees for Contract Modifications	
ITEM	**ITEM**	**PERCENTAGE**
1	Contractor's Overhead	%
2	Contractor's Profit	%
3	Contractor's Subcontractor Mark-ups	%

	Construction Phase: Fees for Contract Modifications	
ITEM	**ITEM**	**PERCENTAGE**
1	Contractor's Overhead	%
2	Contractor's Profit Rate	%
3	Bonds (must provide documents at award to support this %)	%
4	Insurance (must provide documents at award to support this %)	%
5	Contractor's Subcontractor Mark-Ups	%

CONTRACTOR'S QUALIFICATIONS AND FINANCIAL INFORMATION

OMB Control Number: 3090-0007
Expiration Date: 11/30/2027

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 3090-0007. We estimate that it will take 1.5 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

SECTION I - GENERAL INFORMATION

1A. NAME	1D. STATE	1E. ZIP CODE
1B. STREET ADDRESS		
1C. CITY		

2. TYPE OF ORGANIZATION *(Check one)*

☐	A. SOLE PROPRIETORSHIP	☐	F. LIMITED LIABILITY COMPANY
☐	B. GENERAL PARTNERSHIP	☐	G. JOINT VENTURE
☐	C. LIMITED PARTNERSHIP	☐	H. TRUST
☐	D. CORPORATION	☐	I. OTHER *(Specify below)*
☐	E. SUBCHAPTER S CORPORATION		

3. TAXPAYER ID NUMBER	4. DATE ORGANIZATION ESTABLISHED	5. STATE OF INCORPORATION

6. TRADE STYLE NAME *(Provide a copy of filing)*	7. KIND OF PRODUCT OR SERVICE PROVIDED

8. FORMER BUSINESS NAME

9. KIND OF BUSINESS

☐	A. MANUFACTURER	☐	D. RETAILER
☐	B. CONTRACTOR	☐	E. OTHER *(Specify)*
☐	C. WHOLESALER		

10. INVENTORY VALUATION METHOD

☐	A. LIFO	☐	C. AVERAGE COST
☐	B. FIFO	☐	D. OTHER *(Specify)*

11. OWNERSHIP INFORMATION-PARTNERS-PRINCIPAL STOCKHOLDERS-OTHERS

NAME	TITLE *(If partner, state G(General) or L(Limited) in column)*		PERCENT BUSINESS OWNED
	ACTUAL TITLE	G OR L	

12. PARENT COMPANY *(If applicable)*	
A. NAME	
B. CITY	C. STATE

13. IF "YES" TO ANY QUESTION BELOW, PROVIDE DETAILED INFORMATION IN SECTION VIII, REMARKS	YES	NO
A. HAVE YOU, OR ANY OF YOUR AFFILIATES EVER FILED FOR BANKRUPTCY?	☐	☐
B. DO YOU HAVE ANY JUDGMENTS, LIENS, OR PENDING SUITS?	☐	☐
C. DO YOU HAVE ANY CONTINGENT LIABILITIES?	☐	☐
D. HAVE YOU OR ANY OF YOUR AFFILIATES DISCONTINUED BUSINESS OPERATIONS WITH OUTSTANDING DEBTS?	☐	☐

SECTION II - GOVERNMENT FINANCIAL AID AND INDEBTEDNESS

14A. ARE YOU DELINQUENT ON ANY FEDERAL DEBT (OMB CIRCULAR A-129) *(If "Yes", provide detailed information, Section VIII, Remarks)* ☐ YES ☐ NO

14B. DO YOU OWE THE GOVERNMENT FOR ANY CONTRACT OR OTHER CLAIMS? ☐ YES ☐ NO

IF "YES", COMPLETE THE ITEMS BELOW

AGENCY	CLAIM AMOUNT	PAYMENT	MATURITY	BALANCE

15A. AGENCY INVOLVED WITH DELINQUENCY	15B. AMOUNT OF DELINQUENCY ($)

16. ARE YOU CURRENTLY RECEIVING GOVERNMENT FINANCING? ☐ YES ☐ NO *(Go to Section III)*

17. COMPLETE ITEMS BELOW IF APPLICABLE

TYPE OF FINANCING	AUTHORIZED ($)	IN USE ($)	GOVERNMENT AGENCY INVOLVED
A. INDUSTRIAL REVENUE BONDS			
B. GUARANTEED LOANS			
C. ADVANCED PAYMENTS			
D. PROGRESS PAYMENTS			
E. OTHER *(Specify)*			

SECTION III - FINANCIAL STATEMENTS

Prepared Financial Statements **with notes** may be provided in lieu of completing Section III

When financial statements are prepared or certified by independent accountants and transcribed to this form, please furnish the name and address of accountant of accounting firm.

18. ARE YOU THE INCUMBENT CONTRACTOR FOR THIS SOLICITATION? ☐ YES ☐ NO

19A. NAME

19B. STREET ADDRESS

19C. CITY | 19D. STATE | 19E. ZIP CODE

20. IF TRANSCRIBED STATEMENTS DIFFER FROM INDEPENDENT ACCOUNTANT'S, PLEASE DESCRIBE ADJUSTMENT IN SECTION VII, REMARKS. ALL OF THE LISTED FIGURES ARE:

☐ ACTUAL ☐ U.S. DOLLARS

☐ IN THOUSANDS ☐ FOREIGN CURRENCY *(Specify)*

☐ IN MILLIONS

21. BALANCE SHEET AS OF *(Month, Day, Year)*

22. FISCAL YEAR ENDS *(Month, Day, Year)*

23. PREPARED STATEMENTS ☐ ARE ATTACHED

24. ASSETS		25. LIABILITIES AND NET WORTH	
A. Current Assets		**A. Current Liabilities**	
Cash		Accounts payable	
Short Term cash investments		Notes payable *(current)*	
Accounts receivable, less allowance for doubtful accounts of $		Current portion of long term debt	
		Accrued expenses	
Inventories		Accrued taxes on income/excess profits	
Other current assets *(Itemize below)*		Other current liabilities *(Itemize below)*	
Total Current Assets		**Total Current Liabilities**	
B. Property, Plant and Equipment		**B. Other Liabilities**	
Land		Mortgages	
Buildings and equipment		Bonds	
Leasehold improvements		Deferred income taxes	
Less accumulated depreciation and amortization		Other long term debt	
Total Property, Plant and Equipment		**Total Other Liabilities**	
C. Other Assets		**Total Liabilities**	
Investments in and advance to affiliated company		**C. Minority Interest in Subsidiary**	
Goodwill, less amortization		**D. Net Worth**	
Due from officer, employee		Preferred stock	
Other *(Itemize below)*		Common stock	
		Additional paid-in capital	
		Retained earnings/owner's equity	
		Less, Treasury stock	
Total Other Assets		**Total Net Worth**	
D. TOTAL ASSETS		**E. TOTAL LIABILITIES AND NET WORTH**	

SECTION IV - INCOME STATEMENT

26. FROM *(Month, Day, Year)*

27. TO *(Month, Day, Year)*

28. INCOME

A. Net Sales		Minority Interest in Earnings of Subsidiaries	
Cost and Expenses		**Total Costs and Expenses**	
Cost of Goods Sold			
Depreciation and Amortization			
Selling, General, and Admin. Expenses		Earnings Before Taxes	
Interest Expense		Taxes on Income	
Other Expenses *(Itemize below)*		Income Before Extraordinary Items	
		Extraordinary Gains (Losses) Net of Taxes	
		NET INCOME (LOSS)	

SECTION V - BANKING AND FINANCE COMPANY INFORMATION

(Please attach a separate sheet using this format for any additional banks.)

ITEM	BANK 1	BANK 2
29. Name of Bank		
30. Contact Person		
31. Phone Number	AREA CODE / NUMBER / EXTENSION	AREA CODE / NUMBER / EXTENSION
32. Fax Number	AREA CODE / NUMBER	AREA CODE / NUMBER
33. Address	STREET ADDRESS; CITY / STATE / ZIP CODE	STREET ADDRESS; CITY / STATE / ZIP CODE
34. Amount Owing ($)		
35. Term Loans	☐ Yes ☐ No	☐ Yes ☐ No
36. Line of Credit	☐ Yes ☐ No	☐ Yes ☐ No
37. Maximum Amount Authorized ($)		
38. Amount Outstanding ($)		

39. Loans Secured by Company's Assets - Real and Personal Property

A.	SECURED PARTY NAME	CONTACT NAME			
	STREET ADDRESS	CITY		STATE	ZIP CODE
	SECURING ASSETS		MATURITY DATE	MONTHLY PAYMENT ($)	
B.	SECURED PARTY NAME	CONTACT NAME			
	STREET ADDRESS	CITY		STATE	ZIP CODE
	SECURING ASSETS		MATURITY DATE	MONTHLY PAYMENT ($)	
C.	SECURED PARTY NAME	CONTACT NAME			
	STREET ADDRESS	CITY		STATE	ZIP CODE
	SECURING ASSETS		MATURITY DATE	MONTHLY PAYMENT ($)	
D.	SECURED PARTY NAME	CONTACT NAME			
	STREET ADDRESS	CITY		STATE	ZIP CODE
	SECURING ASSETS		MATURITY DATE	MONTHLY PAYMENT ($)	

40. ARE ANY OF THE ASSETS SHOWN ON THE BALANCE SHEET PLEDGED OR MORTGAGED, EXCEPT AS STATED ABOVE?

☐ NO ☐ YES *(Explain in Section VII, Remarks)*

41A. IF CONTRACTOR IS A PARTNERSHIP OR SOLE PROPIERTORSHIP, ARE THE INDIVIDUAL LIABILITIES OF THE PROPIETOR(S) FOR FEDERAL AND STATE INCOME AND/OR EXCESS PROFIT TAXES INCLUDED ON THE BALANCE SHEET?

☐ YES ☐ NO

41B. TOTAL LIABILITY ($)

42. ARE YOU NOW IN OR PENDING DEFAULT ON ANY OBLIGATIONS, I.E., BANKS, FINANCIAL INSTITUTIONS, SUPPLIERS, OTHER?

☐ NO ☐ YES *(Provide detailed information in Section VII, Remarks)*

SECTION VI - PRINCIPAL MERCHANDISE OR RAW MATERIAL SUPPLIER INFORMATION

(Please attach separate sheet(s) using this format for additional suppliers.)

43. PAST DUE ACCOUNTS PAYABLE ($)

ITEM	44. SUPPLIER 1			45. SUPPLIER 2		
A. Name of Supplier						
B. Contact Person						
C. Telephone	AREA CODE	NUMBER	EXTENSION	AREA CODE	NUMBER	EXTENSION
D. Fax	AREA CODE	NUMBER		AREA CODE	NUMBER	
E. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
F. Amount Now Owing ($)						
G. High Credit ($)						

ITEM	46. SUPPLIER 3			47. SUPPLIER 4		
A. Name of Supplier						
B. Contact Person						
C. Telephone	AREA CODE	NUMBER	EXTENSION	AREA CODE	NUMBER	EXTENSION
D. Fax	AREA CODE	NUMBER		AREA CODE	NUMBER	
E. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
F. Amount Now Owing ($)						
G. High Credit ($)						

SECTION VII - CONSTRUCTION/SERVICE CONTRACTS INFORMATION *(Public Buildings Service Contracts Only)*

CONTRACTS IN FORCE

ITEM	48. CONTRACT 1			49. CONTRACT 2		
A. Location						
B. Owner's Name						
C. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
D. Type of Work						
E. Contract Amount ($)						
F. Percent Completed						
G. Estimated Completion Date						

ITEM	50. CONTRACT 3			51. CONTRACT 4		
A. Location						
B. Owner's Name						
C. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
D. Type of Work						
E. Contract Amount ($)						
F. Percent Completed						
G. Estimated Completion Date						

ITEM	52. CONTRACT 5			53. CONTRACT 6		
A. Location						
B. Owner's Name						
C. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
D. Type of Work						
E. Contract Amount ($)						
F. Percent Completed						
G. Estimated Completion Date						

ITEM	54. CONTRACT 7			55. CONTRACT 8		
A. Location						
B. Owner's Name						
C. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
D. Type of Work						
E. Contract Amount ($)						
F. Percent Completed						
G. Estimated Completion Date						

LARGEST JOBS YOU HAVE COMPLETED IN THE LAST FIVE YEARS

ITEM	56. JOB 1			57. JOB 2		
A. Location						
B. Contact's Name						
C. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
D. Telephone	AREA CODE / NUMBER		EXTENSION	AREA CODE / NUMBER		EXTENSION
E. Type of Work						
F. Contract Amount ($)						
G. Amount Sublet ($)						

ITEM	58. JOB 3			59. JOB 4		
A. Location						
B. Contact's Name						
C. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
D. Telephone	AREA CODE / NUMBER		EXTENSION	AREA CODE / NUMBER		EXTENSION
E. Type of Work						
F. Contract Amount ($)						
G. Amount Sublet ($)						

ITEM	60. JOB 5			61. JOB 6		
A. Location						
B. Contact's Name						
C. Address	STREET ADDRESS			STREET ADDRESS		
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
D. Telephone	AREA CODE / NUMBER		EXTENSION	AREA CODE / NUMBER		EXTENSION
E. Type of Work						
F. Contract Amount ($)						
G. Amount Sublet ($)						

LIST COMPANIES FROM WHOM YOU OBTAIN SURETY BONDS							
ITEM	62. SURETY COMPANY 1			63. SURETY COMPANY 2			
A. Company Name							
B. Contact's Name							
C. Telephone	AREA CODE	NUMBER	EXTENSION	AREA CODE	NUMBER	EXTENSION	
D. Fax	AREA CODE	NUMBER		AREA CODE	NUMBER		
E. Address	STREET ADDRESS			STREET ADDRESS			
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE	

64. PRESENT AMOUNT OF BONDING COVERAGE ($)	65. HAS YOUR APPLICATION FOR SURETY BOND EVER BEEN DECLINED? *(If Yes, please provide detailed information in Remarks)* ☐ YES ☐ NO	66. DURING THE PAST 2 YEARS, HAVE YOU BEEN CHARGED WITH A FAILURE TO MEET THE CLAIMS OF YOUR SUBCONTRACTORS OR SUPPLIERS? *(If Yes, please provide detailed information in Remarks)* ☐ YES ☐ NO

SECTION VIII - REMARKS

REMARKS *(Cite those sections of the form relating to your remarks. If additional space is required, attach additional sheet(s).)*

CERTIFICATION

For the purpose of establishing financial responsibility with, or procuring credit from the U.S. General Services Administration, we furnish the above as a true and correct statement of our financial condition and further certify that all other statements are true and correct. There has been no material change in the applicant's financial condition since the date of the above statement. We agree to notify you immediately in writing of any materially unfavorable change in our financial condition. In the absence of such notice or of a new and full financial statement, this is to be considered as a continuing statement.

NAME OF BUSINESS	BY *(Signature of Authorized Official)*	
	NAME OF AUTHORIZED OFFICIAL *(Type or print)*	DATE
	TITLE OF AUTHORIZED OFFICIAL *(Type or print)*	

Bid Bond (See Instructions on Page 3)	Date Bond Executed (Must Not Be Later Than Bid Opening Date)	**OMB Control Number: 9000-0001** **Expiration Date: 1/31/2027**

Principal (Legal Name And Business Address)	Type Of Organization ("X" One) ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐ Other (Specify)
	State Of Incorporation

Surety(ies) (Name And Business Address)

Penal Sum Of Bond					Bid Identification	
Percent Of Bid Price	Amount Not To Exceed				Bid Date	Invitation Number
	Million(s)	Thousand(s)	Hundred(s)	Cents		
					For (Construction, Supplies Or Services)	

Obligation:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

Conditions:

The Principal has submitted the bid identified above.

Therefore:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the Principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the Surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

Witness:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

Principal

Signature(s)	1. (Seal)	2. (Seal)	3. (Seal)	Corporate Seal
Name(s) And Title(s) (Typed)	1.	2.	3.	

Individual Surety(ies)

Signature(s)	1. (Seal)	2. (Seal)
Name(s) (Typed)	1.	2.

Corporate Surety(ies)

Surety A	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety B	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety C	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety D	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		

Surety E	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety F	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		
Surety G	Name And Address		State Of Incorporation	Liability Limit ($)	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) And Title(s) (Typed)	1.	2.		

Instructions

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the Liability Limit block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.

(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)." In the space designated "Surety(ies)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.

(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0001. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (MVCB), 1800 F Street, NW, Washington, DC 20405.

Small Business Participation Commitment Document (SBPCD) Template

1. Prime Contractor Information

Company Name _____
Company Address _____
Contract Number _____
Unique Entity Identifier (UEI) _____

2. Prime Contractor Size:

Indicate to applicable size and socioeconomic categories – select all that apply

- Other than Small Business (OTSB)
- Small Business (SB)
    - Small Disadvantaged Business (SDB)
    - Woman-Owned Small Business (WOSB)
    - Historically Utilized Business Zone (HUBZone) Small Business
    - Service-Disabled Veteran Owned Small Business (SDVOSB)

3. Participation of Small Business

Business Category	Subcontracted Dollar Value (to date)	Percentage of Total Subcontract Value (to date)
Total Other than Small Business (OTSB)	$	%
Total Small Business (SB)	$	%
Small Disadvantaged Business (SDB)	$	%
Woman-Owned Small Business (WOSB)	$	%
Historically Utilized Business Zone (HUBZone) Small Business	$	%
Service-Disabled Veteran Owned Small Business (SDVOSB)	$	%
Total		

This form is not to be edited or modified without the Contracting Officer's approval after contract award. Please do not add notation(s) to the form. The form is to be used as it is presented in the solicitation.

4. Small Business Participants*

*After contract award, any change to this form must be pre-approved by the Contracting Officer

Company Name	**UEI**	**Small Business Category (ies)** *(SB, WOSB, SDB,* HUBZone*, SDVOSB)*	**Product(s)/ Service(s) to be Provided** (List task(s) as prescribed in the PWS/SOW/SOO)	**NAICS Code**	**Nature of Commitment** (i.e., letter of commitment, joint ventures, mentor protégé agreements, others

MODEL INDIVIDUAL SUBCONTRACTING PLAN TEMPLATE INSTRUCTIONS & BEST PRACTICES

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

The following instructional pages include:

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

Subcontracting plan and reporting basics

Why are subcontracting plans important?

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

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

When is a subcontracting plan required?

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

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

What is the current subcontracting plan threshold?

$900,000 ($2 million for construction)

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

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

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

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

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

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

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

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

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

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

Why are subcontracting plan reports important?

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

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

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

How are subcontracting plan reports submitted?

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

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

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

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

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

Relevant references:

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

Best practices for preparing the plan and maximizing small business participation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

How do I develop subcontracting plan goals?

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

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

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

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

Note: This is not double/triple counting, but ensures credit is given to all socio-economic categories represented by the small business

Do <u>NOT</u> add together the small business socio-economic subcategories to reach the total <u>small</u> business amount, as those dollars are already included in the total for small business.

- The small business dollar amount must include all small business socio-economic subcategories; i.e., VOSB, SDVOSB, HUBZone, SDB, WOSB, (plus any "other small" businesses that do not fall within one of these specified subgroups). **Note:** include Alaskan Native Corporations (ANCs) and Indian tribes are included in both the SDB and total small business amounts.

- Once the dollars have been assigned to each socio-economic category, calculate the percentage for each category separately against the “Total dollars to be subcontracted.” Percent goals for each of these small business socio-economic categories must be expressed as a percentage of the TOTAL subcontracting dollars to all concerns (both OTSB and small).

- **<u>Caution: Only the OTSB total plus the SB total should equal the total dollars to be subcontracted in both dollars and percent.</u>**

Subcontracting plan review process

Who reviews and approves subcontracting plans?

The subcontracting plan is reviewed by the contracting officer, the agency's Small Business Technical Advisor and the SBA Procurement Center Representative (PCR). Subcontracting plans for GSA contracts equal to or greater than $50 million are also reviewed by the Office of Small & Disadvantaged Business Utilization Associate Administrator.

Before approving the subcontracting plan, the contracting officer is responsible for reviewing it for adequacy, ensuring it includes the required information, goals, and assurances. They consider the contractor's past performance in meeting small business subcontracting goals on past or similar contracts as a part of determining if the offeror is responsible. When necessary, they negotiate an acceptable plan with the contractor.

What are some practical review considerations?

- Do the proposed goals demonstrate "**maximum practicable opportunity"** for SBs, SDBs, WOSBs, VOSBs, SDVOSBs and HUBZone to participate in the performance of the contract, as required by 15 USC 637(d)?
- Are all 15 elements required by FAR 52.219-9 covered adequately?
- Does the narrative support the goals proposed? Think of the small business goals as the thesis statement and ensure the rest of the plan supports how the goals will be achieved throughout the life of the contract.
- How do the proposed goals compare to past achievement? They should be building on past achievement, not the same or lower.
- Does the plan demonstrate market research will be kept fresh to find qualified SBs, SDBs, WOSBs, VOSBs, SDVOSBs and HUBZone concerns?
- How do the proposed goal percentages compare with the agency's subcontracting goals?
    - Agency goals are provided as information only. Contractors (and COs) should avoid using agency goals as the objective in negotiating small business subcontracting plans which can result in establishing "minimums" for small business instead of creating "maximum practicable opportunities", as required by statute.
- Are there any socio-economic category goal with "$0" proposed? If so, this is not considered a "positive" goal which the FAR requires. Can you find some dollars to give to the small business entity, maybe allocated from the indirect cost pool?

Note: Please remove the instructional pages and any instructional language before submitting it to the Contracting Officer for review and approval.

Individual Subcontracting Plan
[*INSERT* COMPANY NAME]

SMALL BUSINESS SUBCONTRACTING PLAN

I. IDENTIFICATION DATA:

Address: _____

Date Prepared: _____
Description of Types of Supplies/Services: _____
Solicitation Number: _____
Contract Number: _____
(Mark N/A unless a plan is now required as a result of a contract modification or re-representation (FAR 52.218-28)

List the periods of performance for the base period and each option period, as applicable.

Individual Plan Period(s) of Performance:
Base: *Date of Award through (Date)*
Option 1:
Option 2:
Option 3:
Option 4: *(if applicable)*

Estimated Contract Value: *(Provide separate estimate for basic contract and each option)*
Base Period: $_____
Option Period 1: $_____
Option Period 2: $_____
Option Period 3: $_____
Option Period 4: $_____ *(if applicable)*

Include sum Total value of the contract of all periods for the entire contract term. For MAS list the total sales expected: $_____

Place of Performance: _____ ***(Identify or list "Multiple")***

Unique Entity Identifier (UEI): _____

II. GOALS:

FAR clause 52.219-9(d) requires the subcontracting plan include the following:
(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business (including ANCs and Indian tribes), veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business (including ANCs and Indian tribes) and women-owned small business WOSB concerns as subcontractors.
For **individual** subcontracting plans, **and if required** by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance and may include a proportionate share of products and services that are normally allocated as indirect costs.
(2) A statement of total dollars planned to be subcontracted to SB (including ANC and Indian tribes), VOSB, SDVOSB, HUBZone, SDB, and WOSB concerns.

Individual plans will reflect lease-specific goals and shall contain separate statements and goals for the firm term and separately for the non-firm term and any option. Note that dollars and percentages to OTSB and total small businesses (all inclusive) must equal the total subcontracted to all categories in both dollars and percentages.

Remember:

- **Individual plans reflect contract-specific goals, including separate statements and goals for the base contract (period) and for each option.**
- **Dollars and percentages to "other than small business" (OTSB) and total small businesses (including all socio-economic subsets) must equal the total subcontracted to both categories in dollars and percentages.**
- **An Offeror that is a mentor with an SBA-approved mentor-protégé agreement (see 13 CFR 125.9) that provides a subcontract to its protégé may apply the costs incurred for training it provides to its protégé toward its subcontracting plan goals, provided that protégé is a covered territory business or that protégé has its principal office located in the Commonwealth of Puerto Rico.**

COMPLETE THE GOAL FORMAT:

- **Complete the table for the base period of the contract and for each option period, if any. Best practice: show growth in goal achievement from base period through each option period.**
- **Complete the Total Goals (Sum of all periods) table which follows the individual period sections. (see Table 6)**

[Company Name] provides the following separate dollar and percentage goals, which are a percentage of the total subcontracting dollars for each business category [plus a percentage of total contract value – delete bracketed language if not expressly required by the contracting officer]:

Table 1. Base Period Goals

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars	Percent of Contract Dollars [delete column if not required by CO]
Total Dollars to be Subcontracted	$	100%	
Other than Small Business (OTSB/Large)	$		
All Small Businesses (including ANC and Indian tribes)	$		
Veteran-Owned Small Business (VOSB)	$		
Service-Disabled Veteran-Owned Small Business (SDVOSB)	$		
HUBZone Small Business	$		
Small Disadvantaged Business (SDB) (to include ANCs and Indian tribes)	$		
Women-Owned Small Business (WOSB)	$		

Table 2. Option Period I

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars	Percent of Contract Dollars [delete column if not required by CO]
Total Dollars to be Subcontracted	$	100%	
Other than Small Business (OTSB/Large)	$		
All Small Businesses (including ANC and Indian tribes)	$		
Veteran-Owned Small Business (VOSB)	$		
Service-Disabled Veteran-Owned Small Business (SDVOSB)	$		
HUBZone Small Business	$		
Small Disadvantaged Business (SDB) (to include ANCs and Indian tribes)	$		
Women-Owned Small Business (WOSB)	$		

Table 3. Option Period II

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars	Percent of Contract Dollars [delete column if not required by CO]
Total Dollars to be Subcontracted	$	100%	
Other than Small Business (OTSB/Large)	$		
All Small Businesses (including ANC and Indian tribes)	$		
Veteran-Owned Small Business (VOSB)	$		
Service-Disabled Veteran-Owned Small Business (SDVOSB)	$		
HUBZone Small Business	$		
Small Disadvantaged Business (SDB) (to include ANCs and Indian tribes)	$		
Women-Owned Small Business (WOSB)	$		

Table 4. Option Period III

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars	Percent of Contract Dollars [delete column if not required by CO]
Total Dollars to be Subcontracted	$	100%	
Other than Small Business (OTSB/Large)	$		
All Small Businesses (including ANC and Indian tribes)	$		
Veteran-Owned Small Business (VOSB)	$		
Service-Disabled Veteran-Owned Small Business (SDVOSB)	$		
HUBZone Small Business	$		
Small Disadvantaged Business (SDB) (to include ANCs and Indian tribes)	$		
Women-Owned Small Business (WOSB)	$		

Table 5. Option Period IV

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars	Percent of Contract Dollars [delete column if not required by CO]
Total Dollars to be Subcontracted	$	100%	
Other than Small Business (OTSB/Large)	$		
All Small Businesses (including ANC and Indian tribes)	$		
Veteran-Owned Small Business (VOSB)	$		
Service-Disabled Veteran-Owned Small Business (SDVOSB)	$		
HUBZone Small Business	$		
Small Disadvantaged Business (SDB) (to include ANCs and Indian tribes)	$		
Women-Owned Small Business (WOSB)	$		

The Total Goals (sum of all periods, base + option(s)) table below provides a comprehensive look at subcontracting opportunities for the entire contract.

- ***Add the total dollars estimated for each period of the contract and socio-economic category and place the amounts in the spaces below.***
- ***Compute the percentages for each category for the entire contract.***

Table 6. Total Goals/Sum

Planned Subcontracting by Business Size	Whole Dollars	Percent of Subcontracted Dollars	Percent of Contract Dollars [delete column if not required by CO]
Total Dollars to be Subcontracted	$	100%	
Other than Small Business (OTSB/Large)	$		
All Small Businesses (including ANC and Indian tribes)	$		
Veteran-Owned Small Business (VOSB)	$		
Service-Disabled Veteran-Owned Small Business (SDVOSB)	$		
HUBZone Small Business	$		
Small Disadvantaged Business (SDB) (to include ANCs and Indian tribes)	$		
Women-Owned Small Business (WOSB)	$		

III. PRINCIPAL TYPES OF SUPPLIES AND SERVICES TO BE SUBCONTRACTED:

FAR clause 52.219-9(d)(3): Describe the principal types of supplies and services to be subcontracted and an identification of types of supplies or services planned for subcontracting to SB (including ANCs and Indian tribes),VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.

The principal types of supplies and/or services to be subcontracted (outsourced) and the identification of the type of supply or service offered to each business concern are as follows. GSA requests inserting the applicable NAICS code under the description:

Supplies/Services	OTSB/Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
Example-Painting NAICS 238230		X	X	X			

ATTACH ADDITIONAL SHEETS IF NECESSARY

Explain in the narrative of this section any goals that may be viewed as "low" and the actions planned to support your plan throughout the life of the contract. Failure to submit/negotiate an acceptable plan makes the offeror ineligible for award.

NOTE: "zero" is not considered a "positive" goal which the FAR requires. Having a goal will provide the incentive for your company to make a "good faith effort" in fostering opportunities for Small Business, SDB, WOSB, VOSB, SDVOSB and HUBZone concerns. The contracting officer assesses whether you have made a "good faith effort" to implement and comply with the subcontracting plan.

IV. DESCRIPTION OF METHOD USED TO DEVELOP SUBCONTRACTING GOALS:

FAR clause 52.219-9(d)(4): Describe the method used to develop the subcontracting goals. Explain or state the basis for establishing your proposed goals (i.e., based on historical data and experience, market research, etc.)

[Company Name] used the following method to develop the subcontracting goals:

V. DESCRIPTION OF METHOD USED TO IDENTIFY POTENTIAL SOURCES:

FAR clause 52.219-9(d)(5): Describe the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining SB, VOSB, SDVOSB, HUBZone, SDB, and WOSB source lists. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

[**Company Name**] identifies potential subcontractors using the following source lists and organizations (please list your sources used):

_____

_____

_____

_____

VI. INCLUSION OF INDIRECT COSTS IN ESTABLISHING GOALS:

FAR clause 52.219-9(d)(6): State whether or not the Offeror included indirect costs in establishing subcontracting goals for and a description of the method used to determine the proportionate share of indirect costs to be incurred with SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.

Indirect costs _____HAVE BEEN (or) _____HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above.

If indirect costs HAVE been included in the individual subcontracting plan, describe the method used to determine the proportionate share of indirect costs to be incurred with small business concerns under the contract

_____
_____
_____

VII. PROGRAM ADMINISTRATOR:

FAR clause 52.219-9(d)(7) requires the name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual. Please add the contact information for this person, in case of questions, and provide an alternate point of contact, if applicable.

Name: _____
Title/Position: _____
City/State/Zip Code:_____
Telephone number: _____
Email Address: _____
Alternate POC with contact information: _____

Duties: FAR clause 52.219-9(e) requires that in order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor **shall** perform the following functions. Include these in the subcontracting plan, indicating your compliance with FAR 52.219-9(e):

1. Assist SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns by arranging solicitations, sufficient time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential SB, VOSB, SDVOSB, HUBZone, SDB and WOSB subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

2. Provide adequate and timely consideration of the potentialities of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns in all "make-or-buy" decisions.

3. Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB firms.

4. Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing the Small Business Search (SBS) at https://search.certifications.sba.gov/.

5. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as SB, VOSB, SDVOSB, HUBZone, SDB and WOSB for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

6. For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a SB, VOSB, SDVOSB, HUBZone SB, SDB, or WOSB concern.

7. Assign each subcontract the NAICS code and corresponding size standard that best describes the principle purpose of the subcontract.

Other ways the Plan Administrator will ensure the company meets the goals of the plan **demonstrating "good faith effort"** [***Check those that will be done under this plan]***:

____Ensure periodic rotation of potential subcontractors on bidders' lists.
____Ensure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.
____Ensure that subcontract procurement "packages" are designed to permit the maximum possible participation of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
____Review subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
____Ensure that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.
____Oversee the establishment and maintenance of contract and subcontract award records.
____Attend or arrange for the attendance of company staff at business opportunity workshops, matchmaking and networking events, trade fairs, etc.
____Directly or indirectly counsel SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns on subcontracting opportunities and how to prepare bids to the company.
____Conduct or arrange training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures
____Develop and maintain an incentive program for buyers that support the subcontracting program.
____Monitor the company's performance and make any adjustments necessary to achieve the subcontract plan goals.
____Prepare and submit timely reports as outlined in Section X.
____Coordinate the company's activities during compliance reviews by federal agencies
____Promote opportunities for small businesses on the company's website
____Additional Duties: *(If your company or program administrator will perform additional subcontracting duties not shown above, please identify them here):*

_____

_____

_____

VIII. EQUITABLE OPPORTUNITY:

FAR clause 52.219-9(d)(8) requires a description of the efforts the Offeror will make to assure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns have an equitable opportunity to compete for subcontracts.

[**Company Name**] will make every effort to ensure that all small business concerns have an equitable opportunity to compete for subcontracts. These efforts may include one or more of the following activities: (*please indicate which of the following apply or adapt the list to fit your company's efforts*)

A. Outreach efforts to obtain sources:

___Contacting small business trade associations

___Contacting business development organizations

___Requesting sources from the SBA's Small Business Search and/or the SAM.gov database

___Attending small business trade fairs and procurement conferences

B. Internal efforts to guide and encourage purchasing personnel:

___Presenting workshops, seminars, and training programs

___Establishing, maintaining, and using small, HUBZone small, small disadvantaged, women-owned small, veteran-owned small, and service-disabled veteran-owned small business source lists, guides, and other data for soliciting subcontracts

___Monitoring activities to evaluate compliance with the subcontracting plan

C. Other efforts: (*Please describe below.*)

_____

_____

_____

IX. ASSURANCES OF CLAUSE INCLUSION AND FLOW DOWN:

FAR clause 52.219-9(d)(9) requires assurances that the Offeror will include the clause at 52.219-8, Utilization of Small Business Concerns, in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns, including entities that are treated as small business concerns by statute for certain purposes (e.g. ANCs, see 13 CFR 125.3(b)(2)) that receive subcontracts in excess of the subcontracting plan threshold specified in FAR 19.109(a) (GSA Class Deviation RFO-2025-19 Supplement 1) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

[Company Name] agrees to include the FAR Clause 52.219-8, Utilization of Small Business Concerns in all subcontracts that offer further subcontracting opportunities, and will require all subcontractors (*except small business concerns, including entities that are treated as small business concerns by statute for certain purposes (e.g. ANCs, see 13 CFR 125.3(b)(2)*) that receive subcontracts in excess of the subcontracting plan threshold specified in FAR 19.109(a) (GSA Class Deviation RFO-2025-19 Supplement 1) on the date of subcontract award to adopt a subcontracting plan that complies with the requirements of the clause at 52.219-9, Small Business Subcontracting Plan.

X. REPORTING AND COOPERATION:

FAR clause 52.219-9(d)(10) requires assurances that the offeror will do the following:

[Company Name] agrees to:

- Cooperate in any studies or surveys as may be required
- Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan
- Report subcontracting data for each order when reporting subcontracting achievements under orders placed by federal agencies using multiple agency task/delivery order contracts, such as MAS, GWACs, OASIS
- Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with FAR 52.219-9(l) using the SPR. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations.
- For individual plans there are two (2) types of subcontracting reports:
    - Individual Subcontract Reports (ISRs) – cumulative, contract-specific reports
    - Summary Subcontract Reports (SSRs) – annual agency-specific report

Three (3) reports are required each year:

Calendar Period	Report Due	Due by
10/01--03/31	ISR	5/15
04/01--09/30	ISR	11/14
10/01--09/30	SSR	11/14

The Final ISR is due within 30 days of contract completion.

- Submit a revised report within 30 days of receiving notice of any anomaly, discrepancy, or error.
- Ensure that subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using the SPR.
- Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the SPR when submitting their ISRs.
- Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

The Federal Service Desk (FSD) has SPR knowledge base articles located on SAM.gov. You can find training videos by searching "subcontracting plan reporting" on GSA's YouTube channel.

XI. RECORDKEEPING:

FAR clause 52.219-9(d)(11) requires a description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the efforts to locate SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns and to award subcontracts to them.

[**Company Name**] will maintain records concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of efforts to locate SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

1. Source lists (*e.g.,* SAM), guides, and other data that identify SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB concerns.

2. Organizations contacted in an attempt to locate sources that are SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), or WOSB concerns.

3. Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101, as of the date of the subcontract award, indicating whether or not the following business concerns were solicited, and if not, why not:

(A) Small businesses

(B) Veteran-owned small businesses
(C) Service-disabled veteran-owned small businesses
(D) HUBZone small businesses
(E) Small disadvantaged businesses
(F) Women-owned small businesses

If applicable, the reason award was not made to a small business concern.

4. Records of any outreach efforts to contact:
   (A) Trade associations
   (B) Business development organizations
   (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources
   (D) Veterans service organizations

5. Records of internal guidance and encouragement provided to buyers through
   (A) Workshops, seminars, training, etc.
   (B) Monitoring performance to evaluate compliance with the program's requirements

6. On a contract-by-contract basis, records to support award data submitted by the Offeror to the Government, including the name, address, and business size of each subcontractor.

7. Other records supporting compliance with the subcontracting plan: (*Please describe below.*)

_____
_____

_____

XII. ADDITIONAL ASSURANCES:

- [**Company Name**] will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal.

- [**Company Name**] will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services, or materials or obtain the performance of construction work as described in (d)(12) of FAR clause 52.219-9. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

- [Company Name] will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to the payment to or utilization of a subcontractor; and

- [Company Name] assures that the Contractor will pay its small business subcontractors on time and in accordance with the terms and conditions of the subcontract, and notify the contracting officer if [Company Name] pays a reduced or an untimely payment to a small business subcontractor (see FAR clause 52.242-5).

XIII. COMMITMENT TO MAKE A "GOOD FAITH EFFORT"

[Company Name] shall make a good faith effort to achieve the small business goals described in this subcontracting plan by taking the efforts listed below in addition to the efforts listed under Section IV, Section VIII and Section IX described in this plan: **[List additional efforts]**.

_____
_____
_____
_____
_____

XIV. STATUTORY REQUIREMENTS

The above requirements will be negotiated with the Contracting Officer prior to approval. The Contracting Officer must ensure that an acceptable plan is incorporated into and made a material part of the contract. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.

As stated in 15 USC 637(d)(9), any contractor or subcontractor failing to comply in good faith with the requirements of the subcontracting plan is in material breach of its contract. Further, 15 USC 637(d)(4)(F) directs that a contractor's failure to make a good faith effort to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damage.

XV. SIGNATURE REQUIRED:

*Plan must be **signed** and **dated** by a company official.*

This subcontracting plan was SUBMITTED by:

Signature: _____

Typed Name: _____

Company Title: _____

Date Signed: _____

Government Contracting Officer APPROVAL:

Signature: _____

Printed Name: _____

Agency: _____

Date Signed: _____

Note: This Proprietary Information Agreement is provided as a sample only. GSA is not a party to the Proprietary Information Agreement. The contents of such agreements may differ based on negotiations between the parties, subject to the requirements in FAR 9.505-4(b) (GSA Class Deviation RFO-2025-09).

Proprietary Information Agreement

This Proprietary Information Agreement is entered into between [Name of GSA Consultant] ("Consultant") and [Name of Offeror] "Offeror" related to GSA Solicitation No. [Solicitation #] ("Solicitation").

Consultant has been retained by GSA to perform advisory and assistance services for the Government in relation to the Solicitation and resultant contract award.

Consultant and its employees may gain access to proprietary information of the Offeror in its performance of advisory and assistance services for the Government. Access to proprietary information is authorized only to the extent that such information is necessary to enable Consultant to advise and assist the Government on this solicitation and resultant contract award.

Pursuant to Federal Acquisition Regulation (FAR) 9.505-4(b), Consultant agrees to (1) protect the Offeror's information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it was furnished.

_____ _____

[Consultant] Date
[Name, Title]

_____ _____

[Offeror] Date
[Name, Title]

U.S. General Services Administration
Office of the GSA IT
www.gsa.gov/cio

Date: February 2, 2023
Subject: Gmail accounts - GSA Affiliated Customer Accounts (GACA) - for sharing in GSA's Google Drive and Google Sites

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GSA uses Google to provide employees with a way to collaborate in real time, and to create, edit and share work from anywhere. To enable simliar sharing and collaboration in Google with our government customers and business partners, while also ensuring that this shared information is safeguarded and secure, we've created a specialized Gmail account process called GACA – short for the GSA Affiliated Customer Accounts (GACA). Collaborative data stored on GSA's Google Drive and Google Sites systems are compliant to the Federal Information Processing Standard (FIPS) 140-2. This standard ensures that access and transmission occurs via a secure web page using the TLS 1.2 encryption standard. GACA is only authorized for sharing information on Google Drive and Google Sites, it is not authorized to be used for email communications.

Applicability – GACA is for those who work for our government customers and business partners who do not use Google in their workplace. Agencies and civilian partners that are using Google in their workplace do not need to create a GACA account. ***GACA accounts must NOT be used by GSA employees and contractors in lieu of a gsa.gov account.***

How to create a GSA Affiliated Customer Account (GACA) in Gmail

The person who will be using the GACA account (the government agency customer or the business partner) must create a Gmail account at http://mail.google.com/mail/signup and follow the process below:

- enter their first name and last name,
- enter their username: must start with "GSA." then first name, last name - example: GSA.johnsmith@gmail.com (mandatory),
- complete all required fields, accept the Terms of Service and submit the request, and
- set up 2-Step Verification (also known as two-factor authentication) using a smart phone that can receive simple messages (mandatory).

The GSA IT Security Staff continuously monitors all shared files in Google Drive, and sharing in GSA's Google Sites. If non-compliance with this process is detected, then our staff will notify users of non-compliance with this process. After notification, if the sharing has been determined to be with a user that maintains a G Suite account, no further action will be required.