



## **Construction Contract for: D.C. Metro Area Multiple Award Construction IDIQ**

### **The Solicitation**

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## **I. General Information**

### **I.A. The Solicitation and Contract**

(1) This Solicitation is a total small business set-aside with socioeconomic reserves in accordance with FAR 19. This Solicitation sets forth requirements for proposals for a Contract as described in the attached Agreement. 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 Offerors, 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.

### **I.B. List of Solicitation Documents**

The Solicitation Documents are comprised of:

- (1) The Solicitation and any Attachments to the Solicitation
- (2) Offeror Representations and Certifications Form (via SAM.gov)
- (3) Standard Form (SF) 1442 – Solicitation Offer and Award, and Excel Price Offer Sheet.
- (4) The Agreement and any Attachments to the Agreement

### **I.C. Authorized Representatives**

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

| <b>Authorized Representative Information:</b> |                      |
|-----------------------------------------------|----------------------|
| <b>Contracting Officer's Information</b>      |                      |
| Name:                                         | Jay Oxenberg         |
| Email:                                        | jay.oxenberg@gsa.gov |

**I.D. Pre-Proposal Conference**

|                                                                               |
|-------------------------------------------------------------------------------|
| Date: <b>Tuesday, October 6th, 2026 (Registration is required- see below)</b> |
| Time: 10:00AM                                                                 |
| Location: Virtual (Google Meets)                                              |
| Register Here: <a href="#">Registration Link</a>                              |
| Registration Deadline: Please register by Monday, October 5th at 3:00PM       |

**Registration is required via the link above. If you are unable to complete the registration via the link above, email the Contracting Officer at [jay.oxenberg@gsa.gov](mailto:jay.oxenberg@gsa.gov) by the registration deadline. Statements, clarifications, or remarks made at the virtual pre-proposal conference do not alter the terms and conditions of the solicitation unless formally changed through a written solicitation amendment.** The pre-proposal conference will consist of the Contracting Officer presenting a verbal overview of the solicitation using the solicitation documents that are posted to SAM.gov. There will be no separate meeting agenda provided, nor will there be any solicitation amendments to the solicitation that provide any pre-proposal meeting notes, agenda, or presentations, etc. An amendment will be issued following the conference that contains all names, company names, and email addresses of ALL conference registrants. The meeting will not be recorded. The Contracting Officer will utilize the solicitation documents to provide a verbal overview of the solicitation requirements. The virtual conference will not include a question and answer session. Instead, all questions are required to be submitted in writing, addressed to the Contracting Officer at [jay.oxenberg@gsa.gov](mailto:jay.oxenberg@gsa.gov) no later than **4:00PM on Monday, October 12, 2026**. Any questions received after that date/time may not be considered nor responded to. Government responses to the written questions will be provided via solicitation amendment as soon as possible following the due date for questions.

**I.E. Estimated Price Range**

The general ordering range is between \$350,000.00 and \$10,000,000.00.

The Maximum Ordering Limit (MOL) for this contract vehicle is \$500,000,000.00, meaning the cumulative total for all task orders awarded to all contractors over the life of the contract (5 Years) is not anticipated to exceed \$500,000,000.00. (But see Section 13.1 of The Agreement)

**I.F. FAR 52.228-1 Bid Guarantee (SEP 96) (APPLICABLE TO TASK ORDERS)**

**FOR THIS SOLICITATION, EVIDENCE OF BONDING CAPACITY OF \$10,000,000.00 PER PROJECT IS REQUIRED AT TIME OF PROPOSAL SUBMISSION. (SEE II.D. Technical Proposal- Factor 3 for required documentation). Offerors are cautioned to carefully review the documentation required for evidence of bonding capacity. Failure to submit the required documentation will render the proposal unacceptable, and ineligible for award.**

**A BID GUARANTEE IS NOT REQUIRED FOR THIS SOLICITATION BUT WILL BE REQUIRED FOR ALL FUTURE TASK ORDERS.**

(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 electronically by the Contracting Officer no later than **4:00 pm EST on Thursday, October 29, 2026, at [jay.oxenberg@gsa.gov](mailto:jay.oxenberg@gsa.gov)**

## **II. Proposals**

### **II.A. Proposal Contents**

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

#### **1. Price Proposal**

- a. Completed Form 1442
- b. Completed Excel Price Offer Sheet

## **2. Technical Proposal**

- a. Completed Attachment B for each project
- b. Completed Attachment C (Socioeconomic designations)
- c. Completed PPQ or Final CPARS for each project
- d. Required Evidence of Bonding Capacity

## **3. Representations and Certifications**

## **4. Completed GSA Form 527 – Contractor’s Qualification and Financial Information**

### **II.B. Proposal Format**

Proposals shall be submitted in PDF format via email ([jay.oxenberg@gsa.gov](mailto:jay.oxenberg@gsa.gov)) to the Contracting Officer, Jay Oxenberg. The price proposal shall be a separate PDF document from the technical proposal.

### **II.C. Price Proposal**

#### **(1) Contents**

The Price Proposal shall consist of the SF 1442 and Excel Price Offer Sheet. The Excel Price Offer Sheet is required to be completed and submitted with the SF1442. Indicate the Total Evaluated Price in Block 17 of the SF 1442, which must be fully executed by the Offeror. The Total Evaluated Price will be autocalculated using the Excel Price Offer Sheet, and will be shown in cell D30. Instructions on using the Excel Price Offer Sheet is provided with the solicitation documents. Offerors are strongly encouraged to read carefully.

#### **(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.

### **II.D. Technical Proposal**

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

### **Factor 1 – Prior Experience on Relevant Projects**

This factor will evaluate up to a maximum of five (5) relevant projects that the offeror has either completed or substantially completed within the past six (6) years of the proposal due date. The Government will examine the relevancy, complexity, and breadth of prior experience in performing a sample of projects similar in size and scope to those anticipated under the IDIQ contract. The government would prefer to see five (5) projects submitted that demonstrate prior experience across the task order value range of the IDIQ (\$350K to \$10M), and that demonstrate breadth of overall general construction experience. Relevant Projects would be those construction projects with characteristics, including, but not limited to the following.

#### **Projects must meet the following four (4) requirements to be considered minimally relevant for evaluation:**

1. A discrete project (can not be an Base IDIQ contract, BPA or any other Master or “Mother” Contract; Task orders performed under IDIQ contracts, BPA’s or master/mother contracts are considered “discrete projects” and are acceptable.)
2. Substantially completed within the past 6 years of the proposal due date
3. **\*General Construction Services**
4. Project Value between \$350k and \$10M.

*Projects that do not meet these four requirements will not be considered or evaluated.*

**The following favorable characteristics, in no particular order, may be considered strengths and may increase the technical merit and ratings for the submitted projects.**

- High degrees of complexity
- Experience working in technically complex environments (including, but not limited to laboratories & SCIF’s, high-security data handling (Data Centers), and critical infrastructure control systems)
- Performance in occupied buildings
- Performance on federally owned or federally leased buildings/locations
- Performance within the defined primary geographic area of the contract
- Performance as the prime contractor
- High Degree of Self-Performance

- Performance of GSA projects
- Experience with design-build projects
- Experience performing a Task Order against an IDIQ Contract
- Breadth of prior experience across the task order value range of the IDIQ (\$350K to \$10M)
- Breadth of overall general construction experience.

*Note that these favorable characteristics **may** be considered strengths. Individual favorable characteristics may be considered strengths only after assessing the complete picture of the project, and the portfolio of projects submitted as a whole. This approach ensures that individual characteristics are not judged in isolation.*

**\*General Construction Services** for this solicitation include but are not limited to office construction and/or renovations/repairs, office space renovations, MEP (Mechanical/Electrical/Plumbing) repairs/modifications/replacement, fire sprinkler systems repairs/modification/replacement, sitework, exterior construction repair and alterations (including facades and roofs), demolition (including abatement of hazardous materials), elevator modernizations, work in technically sensitive environments like laboratories, SCIF's etc., work in high-security data centers and critical infrastructure control systems, construction work in high security buildings, as well as any other general construction activities.

#### **Factor 1- Submission Requirement:**

Using the Attachment B template, the offeror is requested to submit a detailed descriptive listing for up to a maximum of five (5) relevant projects either completed or substantially completed within the last six (6) years of the proposal due date that are similar in nature to the anticipated type of work to be performed under these IDIQ contracts, as described in this solicitation. If more than five (5) projects are submitted, only the first five (5) will be evaluated. For each project submitted, the Attachment B template shall not exceed three (3) pages. If more than three (3) pages are submitted, only the first three (3) pages will be evaluated.

**Note:** For purposes of evaluation, a "project" is defined as a contract, subcontract, task order, or other contractual vehicle in which the services were provided. A "project" is not an Indefinite Delivery Indefinite Quantity (IDIQ) contract, blanket purchase agreement, or other type of master contract. Offerors may not submit Indefinite Delivery Indefinite Quantity (IDIQ) contracts, blanket purchase agreements, or other types of master

contracts for evaluation. They are not considered relevant projects for evaluation purposes, and will not be considered.

For joint ventures, projects may be submitted for the joint venture as an entity or for an individual member of the joint venture; more consideration will be given when a JV performed the project together as the JV. While the Government may consider the prior experience of managers, key personnel or other affiliates playing a significant role in contract performance, the total number of projects submitted is limited as stated above. The offeror may submit no more than five (5) projects for the prime contractor team as a whole.

The offeror is required to submit sufficient information to allow the Government to assess the level of relevance and characteristics of the project. The detailed description submitted for each project should include, as a minimum, the following information:

1. Project Name/Title:
2. Agency/Client
3. Project Location (Include Building Name, Street Address, City, State, and County):
4. Contract and/or Task Order#
5. Was the Project Delivery Method Design-Build (Select: YES **OR** NO)
6. Project start and substantial completion dates:
7. Construction cost at award and the final construction cost at construction final completion:
8. Performed in an Occupied Building (Select: YES **OR** NO)
9. A detailed description of the project:
10. Would you consider this project low, medium, or high complexity?  
Why?(Note: the government makes an independent assessment of complexity)
11. Indicate if the project was performed as a stand alone contract, or as an order under an IDIQ/BPA/MATOC:
12. Describe your role in the project (i.e. prime or subcontractor). If a subcontractor, identify the contract amount your firm performed for the project (This would obviously be a lesser amount than appears under item #5 above):
13. Describe the amount and type of work you performed with in-house forces (self-performed work) and the work that was accomplished by subcontractors:
14. Agency/Client/Owner Contact

Name:

Phone number:

e-mail address:

Secondary contact (if desired)

15. If you are proposing as a joint venture, indicate if this project was completed by the joint venture or not. If not, explain who completed the project. (Reminder- If you are proposing as a joint venture, you are required to provide a copy of the joint venture agreement.

## **Factor 2 - Past Performance on Relevant Projects**

- a. This factor will evaluate the quality of an offeror's performance of projects similar in size, scope and complexity to those described in this solicitation.
- b. The Offeror must submit a Past Performance Questionnaire (PPQ) (included in the solicitation as Attachment A, completed by the applicable client, OR a final project CPARS evaluation, for each project included in its proposal for Factor 1- Prior Experience on Relevant Projects. Completed PPQs should be submitted with the proposal. Ensure correct phone numbers and email addresses are provided for the client point of contact. Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the Offeror is unable to obtain a completed PPQ from a client for a project before proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the project, although the government cannot guarantee we will be able to successfully contact the client/owner. If the client requests, the client may submit a questionnaire directly to the Government's point of contact, via email at [jay.oxenberg@gsa.gov](mailto:jay.oxenberg@gsa.gov) prior to proposal closing date. Offerors may resubmit questionnaires previously submitted with other proposals if the same PPQ template was used. Otherwise, offerors must obtain a new PPQ from a client for any submission. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs.

- c. The past performance of each of the projects submitted under Factor 1 will be evaluated.
- d. In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, any relevant past performance information for any projects submitted under Factor 1, and/or any other relevant projects, retrieved through the Contractor Performance Assessment Reporting System (CPARS), including for any team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), previously submitted PPQ information, and any other known sources not provided by the Offeror. While the Government may elect to consider data from a variety of sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror. GSA will not maintain a database of PPQs submitted by Offerors.
- e. Only Past Performance Questionnaires (PPQ) (included in the solicitation as Attachment A), completed by the applicable client, OR a final CPARS evaluation, for each project included in its proposal, is acceptable. No other past performance documentation (ie. other types of PPQ's, letters, etc) for the submitted projects will be accepted.
- f. The Government has no obligation to ensure that an equal number of references are obtained for each offeror.

## **Factor 2- Submission Requirement:**

The Offeror must submit a completed Past Performance Questionnaire (PPQ) (included in the solicitation as Attachment A), completed by the applicable client, OR a final CPARS evaluation, for each project included in its proposal under Factor 1. **There is no page limit for PPQ's.**

**Factor 3- Project Bonding Capacity (go/no-go)**– This is a go/no-go factor to assess the offeror's ability to provide an offer guarantee and performance and payment bonds sufficient to cover the maximum estimated value of a single project

under this IDIQ contract. For this procurement, the minimum amount to be covered by the bonding capacity is \$10 million per project. This is NOT an aggregate amount. Failure to provide evidence of this required bonding capacity at time of proposal will render the proposal unacceptable and it will not be further evaluated. The offeror must submit a Letter of Bonding Capacity/Bondability from an acceptable surety/bonding company at time of proposal submission. See submission requirement below.

**Factor 3 - Submission Requirement:**

The offeror must submit a Letter of Bonding Capacity/Bondability endorsed by an acceptable surety/bonding company at the time of proposal submission. For this procurement, the minimum amount to be covered by the bonding is \$10 million per project. The documentation submitted shall be either:

- 1) A signed letter from a corporate surety company listed on the Department of the Treasury's Bureau of the Fiscal Service website (Circular 570).
- 2) A signed letter from an authorized broker. The letter must be endorsed by a certified bonding company listed on the Department of the Treasury's Bureau of the Fiscal Service website (Circular 570).

The Bureau of the Fiscal Service - Surety Bonds provides the list of certified companies at: [www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html](http://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html).

***Offerors are reminded to complete and submit a completed and signed Attachment C- Socioeconomic Designations as part of their technical proposal.***

**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). 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.

## **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 (APPLICABLE TO TASK ORDERS, but see Factor 3)**

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

### **III.G. Contractor Performance Information**

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

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

(2) *CPARS Registration:* Each award requiring an evaluation must be registered in CPARS. The contractor will receive several

automated emails. Within thirty days of award, the contractor will receive an e-mail that contains user account information, as well as the applicable contract and order number(s) assigned. Contractors will be granted one user account to access all evaluations.

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

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

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

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

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

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

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

## **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 (FAPIS) 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)**

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 shall 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 shall 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.

## **Buy American Requirements**

### **52.225-9 BUY AMERICAN-CONSTRUCTION MATERIALS (RFO-2025-25, 9/30/2025)**

**(Applies to Task Orders less than \$6,683,000)**

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

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

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

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

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

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

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

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

*Cost of components means—*

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

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

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

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

*Domestic construction material means—*

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows: **None**

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

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

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

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

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

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

*(B) For domestic construction material that is a critical item or contains critical components.* (1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign

material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

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

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

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

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

(c) Request for determination of inapplicability of the Buy American statute.(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

| Construction material description | Unit of<br>measure | Quantit<br>y | Price<br>(dollars)* |
|-----------------------------------|--------------------|--------------|---------------------|
|-----------------------------------|--------------------|--------------|---------------------|

Item 1:

|                                |       |       |       |
|--------------------------------|-------|-------|-------|
| Foreign construction material. | _____ | _____ | _____ |
|--------------------------------|-------|-------|-------|

|                                 |       |       |       |
|---------------------------------|-------|-------|-------|
| Domestic construction material. | _____ | _____ | _____ |
|---------------------------------|-------|-------|-------|

Item 2:

|                                |       |       |       |
|--------------------------------|-------|-------|-------|
| Foreign construction material. | _____ | _____ | _____ |
|--------------------------------|-------|-------|-------|

Domestic construction material. \_\_\_\_\_

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

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

*[Include other applicable supporting information.]*

(End of clause)

**52.225-10 Notice of Buy American Requirement-Construction Materials.**

**(Applies to Task Orders less than \$6,683,000)**

As prescribed in 25.602(b)(1), insert the following provision:

**NOTICE OF BUY AMERICAN REQUIREMENT-CONSTRUCTION MATERIALS (MAY 2014)**

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has

not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

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

(d) Alternate offers.(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate [Standard Form 1442](#) for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

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

(ii) May be accepted if revised during negotiations.

(End of provision)

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

**(Applies to task orders valued at \$6,683,000 or more. For task orders valued at \$6,683,000 or more, but less than \$13,749,689, the clause with its Alternate I applies)**

(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<br>measure | Quantit<br>y | Price<br>(dollars)* |
|-----------------------------------|--------------------|--------------|---------------------|
| Item 1:                           |                    |              |                     |
| Foreign construction material.    | _____              | _____<br>—   | _____               |
| Domestic construction material.   | _____              | _____<br>—   | _____               |
| Item 2:                           |                    |              |                     |
| Foreign construction material.    | _____              | _____<br>—   | _____               |
| Domestic construction material.   | _____              | _____<br>—   | _____               |

*[\* 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* (DEVIATION DATE) . 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). 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 \_\_\_ percent of the cost of all its components. [ *Contracting officer to insert the percentage.* ]

52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)

**(For task orders valued at \$6,683,000 or more, but less than \$13,749,689, Alternate II applies.)**

(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.

### **Buy American Exceptions**

None at the Base Contract level

### **FAR 52.233-2 Service of Protest (NOV 2025)**

(a) Protests, as defined in section 33.102 of the Federal Acquisition Regulation, 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 (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address provided in the provision "Receipt of Offers" in Section I (General Information).

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

**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 98)**

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)

**52.216-27 MULTIPLE AWARDS (OCT 1995)**

The Government elects to award multiple task order contracts (IDIQ contracts) for the same or similar supplies or services to two or more sources under this solicitation. The Government intends to award approximately eighteen(18) contracts under this solicitation; however, the Government reserves the right to make more, fewer, or no awards, depending on the results of the evaluation, availability of funding, and the Government's needs. Considerations will include, but are not limited to, the distribution of technical merit, the availability of highly qualified offerors, and ensuring the number of awardees supports the Government's needs and preserves meaningful competitive opportunities under the contract structure. The government has discretion with the final number of awards and will document the rationale for the final number of awards.

(End of provision)

**52.207-6 SOLICITATION OF OFFERS FROM SMALL BUSINESS CONCERNS AND SMALL BUSINESS TEAMING ARRANGEMENTS OR JOINT VENTURES (MULTIPLE-AWARD CONTRACTS) (AUG 2024)**

(a) *Definition*. "Small Business Teaming Arrangement," as used in this provision-

(1) Means an arrangement where—

(i) Two or more small business concerns have formed a joint venture; or

(ii) A small business offeror agrees with one or more other small business concerns to have them act as its subcontractors under a specified Government contract. A Small Business Teaming Arrangement between the offeror and its small business subcontractor(s) exists through a written agreement between the parties that—

(A) Is specifically referred to as a "Small Business Teaming Arrangement"; and

(B) Sets forth the different responsibilities, roles, and percentages (or other allocations) of work as it relates to the acquisition;

(2)(i) For civilian agencies, may include two business concerns in a mentor-protégé relationship when both the mentor and the protégé are small or the protégé is small and the concerns have received an exception to affiliation pursuant to 13 CFR 121.103(h)(3)(ii) or (iii).

(ii) For DoD, may include two business concerns in a mentor-protégé relationship in the Department of Defense Mentor-Protégé Program (see [10 U.S.C. 4902](#)) when both the mentor and the protégé are small. There is no exception to joint venture size affiliation for offers received from teaming arrangements under the DoD Mentor-Protégé Program; and

(3) See 13 CFR 121.103(b)(9) regarding the exception to affiliation for offers received from Small Business Teaming Arrangements in the case of a solicitation of offers for a bundled contract with a reserve.

(b) The Government is soliciting and will consider offers from any responsible source, including responsible small business concerns and offers from Small Business Teaming Arrangements or joint ventures of small business concerns.

(End of provision)

## **52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEPT 2019)**

(a) In accordance with [41 U.S.C. 4106](#)(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract. Contractors may email [gsaombudsman@gsa.gov](mailto:gsaombudsman@gsa.gov) to report your complaint or submit a question about a GSA procurement or acquisition policy/practice.

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the

Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

The following provisions are incorporated by reference:

| NUMBER    | TITLE                                        | DATE     |
|-----------|----------------------------------------------|----------|
| 52.204-7  | 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 |

#### **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)**

(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.

#### **Additional Provisions**

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

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

The total evaluated price for offers will be calculated using the provided Excel Price Offer Sheet. The sheet will utilize a set price for direct costs for which all offeror's total prices will be built upon. The direct costs are set in cells C2, C3, & C5 of the price offer sheet. Offerors will propose only mark-up percentages, labor rates, a bond rate, and an annual labor rate escalation percentage. The offer sheet will automatically calculate the offeror's total evaluated price.

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

**(a)** The Government may exercise any option in writing in accordance with the terms and conditions of the contract within 90 calendar days, unless otherwise specified at the task order level.

**(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-

*Discussions* are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

*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 solicitation's 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 a proposal made after the solicitation 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 solicitations*. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

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

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers 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 solicitation 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 and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; 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) Submission, modification, revision, and withdrawal of proposals. (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to

reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, 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 solicitation 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 solicitation, 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 solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at [52.215-5](#), Facsimile Proposals. 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 solicitation, the offeror may propose to provide any item or combination of items.

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

(6) Offerors may submit modifications to their proposals at any time before the solicitation 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 solicitation will be valid for the number of days specified on the solicitation 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:

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 solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(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 discussions with offerors (except clarifications as described in FAR [15.306\(a\)](#)). 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 discussions 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 rated 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) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) 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.

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

(10) A written award or acceptance of a 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.

(11) 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 weak or deficient factors 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 the 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 solicitation, applicable regulations, and other applicable authorities were followed by the agency.

**V.D. 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.E. Additional Clauses**

### **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-national-s-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)

## **VI. Method of Award**

### **VI.A. Evaluation of Offers**

(1) The Government will award a contract resulting from this Solicitation to the responsible Offerors whose offers conforming to the Solicitation will be most advantageous to the Government pursuant to **FAR 15.103-3 Highest technically rated with a fair and reasonable price approach**. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. The Government will not consider tradeoffs between cost or price and non-cost or non-price factors. In addition to Total Evaluated Price, the following non-price factors shall be used to evaluate offers.

1. Prior Experience on Relevant Projects
2. Past Performance on Relevant Projects
3. Bonding Capacity (\$10M minimum per project; go/no-go)

***Prior Experience is relatively more important than Past Performance.*** An offeror without a record of relevant past performance or for whom information on past performance is not available may not be evaluated favorably or unfavorably on past performance.

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

**3) The Government intends to make awards without negotiations.**

4) The Government intends to award approximately eighteen (18) contracts under this solicitation; however, the Government reserves the right to make more, fewer, or no awards, depending on the results of the evaluation, availability of funding, and the Government's needs. Considerations will include, but are not limited to, the distribution of technical merit, the availability of highly qualified offerors, and ensuring the number of awardees supports the Government's needs and preserves meaningful competitive

opportunities under the contract structure. The government has discretion with the final number of awards and will document the rationale for the final number of awards. Eighteen (18) is an approximate target number of contracts based on the geographic area, the government's needs, anticipated volume of work, meaningful competitive opportunities under the contract structure, and managing administrative burden.

### 5) Socioeconomic Reserve Awards

Three (3) contract awards will be reserved in each of the following categories: 8(a), HUBZone, SDVOSB, and WOSB, in accordance with FAR 19.112 - Reserves. The government will seek to award to three (3) distinct offerors for each reserve category, resulting in a target of twelve (12) distinct awardees under the reserves. No individual firm will receive more than one contract award under this solicitation nor satisfy multiple socioeconomic reserve allocations. The reserve allocation process functions as an objective distribution mechanism to finalize distinct awardees across the four reserve pools. This includes a socioeconomic multi-designation resolution process that determines the final specific reserve category allocation for multi-designated firms, which subsequently dictates any sequential backfill selections.

### 6) Reserve Allocation Process Summary:

- **Initial Identification:** After ranking all eligible offerors on a Master Technical Ranking List, the government will identify the top three (3) ranked firms within each of the four (4) individual socioeconomic reserve pools: 8(a), HUBZone, SDVOSB, and WOSB.
- **Multi-Designated Firms:** Firms that are identified in the top three (3) of more than one socioeconomic reserve pool will be assigned to the pool where its individual ordinal rank within a reserve pool is the highest. If it holds an identical ordinal rank in multiple reserve pools, the firm will be assigned to the pool that yields the greatest qualitative technical advantage to the government. This is determined by determining the variance in technical merit between the multi-designated firm and the next eligible, unselected firm (eg-Position #4) within each respective pool utilizing the underlying evaluation narrative and Master Technical Ranking List. The multi-designated firm will be assigned to the pool with the greatest variance in technical merit as compared to the next eligible, unselected firm (eg-Position #4), and removed from the other pool(s). Multi-designated firms will be allocated to reserve pools in the order of their overall ranking on the Master Technical Ranking List.
- **Backfill Execution:** Once a multi-designated firm is selected to receive an award in a reserve pool and is allocated to that pool, it is removed from consideration in all other pools. The next highest-ranked eligible firms within those pools will move up sequentially in ranking.

- **Iterative Verification:** This process will repeat iteratively down the individual pool ranking lists until all 12 distinct reserve slots are filled. Reserve award selections will be made prior to the award selection in the general unreserved pool. The general steps are listed below.
- **General Unreserved Pool Selections:** The general unreserved pool selections will be made following the reserve pool selections.

## 7) Reserve Allocation Detailed Steps:

### Step 1: Initial Identification

- **Isolate the Pools:** Look at the four individual socioeconomic reserve lists (8(a), HUBZone, SDVOSB, and WOSB) ranked from highest to lowest technical merit.
- **Identify Tentative Selections:** Identify the firms currently occupying positions #1, #2, and #3 within each of those four individual pools. These 12 slots represent your initial pool of tentative awardees.

### Step 2: Check for Multi-Designated Firms

- **Review the Pool:** Review the names of the firms identified in Step 1 across all four reserve pools. If no firm appears within the top three in more than one pool, your reserve selections are complete. If a firm (or firms) occupies a top-three slot in multiple pools, proceed to Step 3 to resolve the duplication.

### Step 3: Resolution for Multi-Designated Firms (Sorting)

If a firm is ranked within the top three (3) in more than one reserve pool, its reserve pool assignment will be determined using the following hierarchy. The Government will process these multi-designated firms one at a time, sequentially, in the order of their overall ranking on the Master Technical Ranking List. The Government will apply the sorting logic to a specific firm until it is assigned to a single reserve pool. Once assigned, the firm will be removed from all other pools, and the corresponding backfills (Step 4) will be executed. Only after a multi-designated firm's allocation to a reserve pool, and backfills fully completed, will the Government re-evaluate the updated reserve pools to identify the next highest-ranked multi-designated firm remaining on the Master Technical Ranking List to begin the next reserve pool assignment.

- **Priority A Sorting (Highest Internal Rank):** Assign the firm to the pool where it holds the highest individual ordinal rank. For example, if the firm is ranked #1 in WOSB and ranked #2 in 8(a), it is assigned to WOSB. Remove it from consideration in the 8(a) pool.

- **Priority B Sorting (Master Ranking List Variance):** If the firm holds the exact same rank in multiple pools (e.g., the firm is ranked #1 in WOSB and ranked #1 in 8(a)), the firm will be assigned to the pool that yields the greatest qualitative technical advantage to the government. This is determined by the variance in technical merit between the multi-designated firm and the next eligible, unselected firm (eg-Position #4) within each respective pool utilizing the underlying evaluation narrative and Master Technical Ranking List. The multi-designated firm will be assigned to the pool with the greatest variance in technical merit as compared to the next eligible, unselected firm (eg-Position #4), and removed from the other pool(s).

#### **Step 4: Execute the Backfill (Slide Up)**

Go to the pool(s) from which the multi-designated firm was just removed. Advance the next highest-ranked eligible firm within that specific pool (e.g., the firm originally at Position #4) into the tentative selection slot, and move the remaining firms up sequentially.

#### **Step 5: Iterative Verification**

Repeat this entire loop until all four socioeconomic pools contain exactly three distinct firms, or until a pool has exhausted all available eligible offers, at which point any remaining unfulfilled slots will be processed in accordance with Paragraph I (Reallocation).

#### **Step 6: Finalize Reserve Selections & General Pool Selections**

- **Lock the Reserves:** Finalize the 12 distinct firms as your Socioeconomic Reserve Awardees.
- **Determine the General Unreserved Pool Award Selections:** Refer to your Master Technical Ranking List that was developed for all firms. Disregard the 12 firms that were just selected for the reserves. Identify the six (6) highest-ranked unselected small business firms on the Master Technical Ranking List, regardless of their socioeconomic designations, to bring the total number of award selections to the target of eighteen (18) awards.

#### **8) Reallocation of Unfulfilled Reserves**

If any of the four socioeconomic reserve pools cannot be filled to its target of three (3) contract awards to three distinct offerors—either due to an insufficient number of qualified offers received, firms failing to offer a fair and reasonable price, or for any other

reason their proposal is deemed ineligible for award, the unfulfilled reserve slots will be reallocated to the general unreserved pool, increasing the total number of general unreserved pool awards by the number of unfulfilled reserve slots (e.g., if 2 reserve slots go unfulfilled, the 8 remaining highest ranked, unawarded firms on the master technical ranking list will be selected for award).

#### **9) Phased Awards**

The phasing described below applies strictly to the administrative execution and issuance of contract awards, not award selection or methodology, which may be done in the interest of expediency to get pools to market for the government to utilize.

The Contracting Officer reserves the right to make contract awards in phases. If awards are made in phases, they will be phased by socioeconomic category (reserve), and will culminate with the last phase in the general unreserved small business pool (i.e., 8(a) awards in Phase 1, HUBZone awards in Phase 2, SDVOSB awards in Phase 3, WOSB awards in Phase 4, with the general unreserved pool small business awards made last as Phase 5). The Contracting Officer has discretion with regard to the necessity, and order of, phasing. Phases may be combined.

In the event a selected offeror withdraws or is determined non-responsible or ineligible after selections are made but prior to final contract award execution, the next highest-ranked eligible firm within that same pool (reserve or open) will be considered for award. Since 8(a) selection is subject to eligibility approval by the SBA, if a firm is allocated to the 8(a) reserve pool but the SBA does not approve their contract for the 8(a) program, and the firm would have been otherwise successful through a different socioeconomic designation or by selection in the general unreserved pool, the government will process an award to that firm.

#### **10) Clarification on General Ordering Procedures**

All firms receiving an award will become a part of the same pool of contractors and shall be given a fair opportunity for all task orders, in accordance with FAR 16.505(b) Fair opportunity procedures. However, Contracting Officers may set-aside orders in accordance with 19.111-2 Set-asides. All firms selected for award will retain all of their eligible socioeconomic designations upon contract award, and remain eligible for any order level set-asides for which they qualify. The Contracting Officer's decision to utilize, or decline to utilize, an order-level set-aside is an exercise of sole agency discretion and is not subject to protest.

#### **11) Determination of Socioeconomic Designations**

For award selection purposes, all socioeconomic designations (8(a), HUBZone, SDVOSB, WOSB) are determined at the time of initial offer submission. Offerors must complete Attachment C, declaring all of their socioeconomic statuses as the time of proposal submission. Declarations will be verified in the System for Award Management (SAM.gov).

#### **12) Clarification on Adjectival Ratings, Supporting Rationale, and Technical Ranking**

Firms will be evaluated by the SSEB and rated using adjectival ratings with accompanying written rationale supporting the ratings. The Source Selection Authority (SSA) will conduct a comparative qualitative analysis of adjectival ratings, the underlying supporting narrative, evaluative findings, and specific strengths, weaknesses, and risks of each technical proposal. The SSA will develop a master technical ranking list. Particular attention will be given to firms who may hold the same adjectival rating, and qualitative discrimination will be documented to support distinguishment between such firms. This qualitative discrimination amongst technical proposals will be fully documented in the source selection file.

#### **13) Clarification on Reserve Awards and Overall Master Technical Ranking**

In order to fill the reserves, the Government may award reserve contracts to firms who may rank lower on the master technical ranking list as compared to unsuccessful firms who may rank higher on the master technical ranking list. Such awards will be made in accordance with the evaluation process detailed herein and expressly authorized by FAR 19.112 - Reserves.

### **VI.B. Determination of Responsibility**

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

### **VI.C. Price Analysis**

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

### **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:

The total evaluated price will be autopopulated when offerors using the supplied Excel Price Offer Sheet. The sheet will total the base year plus the total for each option year to come to a Total Evaluated Price.

### **VI.F. Non-Price Factors**

#### **Factor 1 – Prior Experience on Relevant Projects**

This factor will evaluate up to a maximum of five (5) relevant projects that the offeror has either completed or substantially completed within the past six (6) years of the proposal due date. The Government will examine the relevancy, complexity, and

breadth of prior experience in performing a sample of projects similar in size and scope to those anticipated under the IDIQ contract. The government would prefer to see five (5) projects submitted that demonstrate prior experience across the task order value range of the IDIQ (\$350K to \$10M), and that demonstrate breadth of overall general construction experience. Relevant Projects would be those construction projects with characteristics, including, but not limited to the following.

**Projects must meet the following four (4) requirements to be considered minimally relevant for evaluation:**

5. A discrete project (can not be an Base IDIQ contract, BPA or any other Master or “Mother” Contract; Task orders performed under IDIQ contracts, BPA’s or master/mother contracts are considered “discrete projects” and are acceptable.)
6. Substantially completed within the past 6 years of the proposal due date
7. **\*General Construction Services**
8. Project Value between \$350k and \$10M.

*Projects that do not meet these four requirements will not be considered or evaluated.*

**The following favorable characteristics, in no particular order, may be considered strengths and may increase the technical merit and ratings for the submitted projects.**

- High degree of complexity
- Specialized experience and working in technically complex environments (including, but not limited to laboratories & SCIF’s, high-security data handling (Data Centers), and critical infrastructure control systems)
- Performance in occupied buildings
- Performance on federally owned or federally leased buildings/locations
- Performance within the defined primary geographic area of the contract
- Performance as the prime contractor
- High Degree of Self-Performance
- Performance of GSA projects
- Design-build projects
- Experience performing a Task Order against an IDIQ Contract

- Breadth of prior experience across the task order value range of the IDIQ (\$350K to \$10M)
- Breadth of overall general construction experience.

*\*Note that these characteristics **may** be considered strengths. Individual favorable characteristics may be considered strengths only after assessing the complete picture of the project, and the portfolio of projects submitted as a whole. This approach ensures that individual characteristics are not judged in isolation.*

**\*General Construction Services** for this solicitation include but are not limited to office construction and/or renovations/repairs, office space renovations, MEP (Mechanical/Electrical/Plumbing) repairs/modifications/replacement, fire sprinkler systems repairs/modification/replacement, sitework, exterior construction repair and alterations (including facades and roofs), demolition (including abatement of hazardous materials), elevator modernizations, work in technically sensitive environments like laboratories, SCIF's etc., work in high-security data centers and critical infrastructure control systems, construction work in high security buildings, as well as any other general construction activities.

#### **Factor 1- Submission Requirement:**

Using the **Attachment B** template, the offeror is requested to submit a descriptive listing for up to a maximum of **five (5)** relevant projects either completed or substantially completed within the last six (6) years of the proposal due date that are similar in nature to the anticipated type of work to be performed under these IDIQ contracts, as described in this solicitation. If more than five (5) projects are submitted, only the first five (5) will be evaluated. For each project submitted, the Attachment B template shall not exceed three (3) pages. If more than three (3) pages are submitted, only the first three (3) pages will be evaluated.

**Note:** For purposes of evaluation, a "project" is defined as a contract, subcontract, task order, or other contractual vehicle in which the services were provided. A "project" is not an Indefinite Delivery Indefinite Quantity (IDIQ) contract, blanket purchase agreement, or other type of master contract. Offerors may not submit Indefinite Delivery Indefinite Quantity (IDIQ) contracts, blanket purchase agreements, or other types of master contracts for evaluation. They are not considered relevant projects for evaluation purposes, and will not be considered.

For joint ventures, projects may be submitted for the joint venture as an entity or for an individual member of the joint venture; more consideration will be given when a JV performed the project together as the JV. While the Government may consider the prior experience of managers, key personnel or other affiliates playing a significant role in contract performance, the total number of projects submitted is limited as stated above.

The offeror may submit no more than five (5) projects for the prime contractor team as a whole.

Attachment B shall be used for each project submitted and will contain the following data fields:

1. Project Name/Title:
2. Agency/Client
3. Project Location (Include Building Name, Street Address, City, State, and County):
4. Contract and/or Task Order#
5. Was the Project Delivery Method Design-Build (Select: YES **OR** NO)
6. Project start and substantial completion dates:
7. Construction cost at award and the final construction cost at construction final completion:
8. Performed in an Occupied Building (Select: YES **OR** NO)
9. A detailed description of the project:
10. Would you consider this project low, medium, or high complexity? Why?(Note: the government makes an independent assessment of complexity)
11. Indicate if the project was performed as a stand alone contract, or as an order under an IDIQ/BPA/MATOC:
12. Describe your role in the project (i.e. prime or subcontractor). If a subcontractor, identify the contract amount your firm performed for the project (This would obviously be a lesser amount than appears under item #5 above):
13. Describe the amount and type of work you performed with in-house forces (self-performed work) and the work that was accomplished by subcontractors:
14. Agency/Client/Owner Contact

Name:

Phone number:

e-mail address:

Secondary contact (if desired)

15. If you are proposing as a joint venture, indicate if this project was completed by the joint venture or not. If not, explain who completed the project. (Reminder- If you are proposing as a joint venture, you are required to provide a copy of the joint venture agreement.

## **Factor 2 - Past Performance on Relevant Projects**

- a. This factor will evaluate the quality of an offeror's performance of projects similar in size, scope and complexity to those described in this solicitation.
- b. The Offeror must submit a Past Performance Questionnaire (PPQ) (included in the solicitation as Attachment A, completed by the applicable client, OR a final CPARS evaluation, for each project included in its proposal for Factor 1- Prior Experience on Relevant Projects. Completed PPQs should be submitted with the proposal. Ensure correct phone numbers and email addresses are provided for the client point of contact. Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the Offeror is unable to obtain a completed PPQ from a client for a project before proposal closing date, the Offeror should complete and submit with the proposal the first page of the PPQ, which will provide contract and client information for the project, although the government cannot guarantee we will be able to successfully contact the client/owner. If the client requests, the client may submit a questionnaire directly to the Government's point of contact, via email at [jay.oxenberg@gsa.gov](mailto:jay.oxenberg@gsa.gov) prior to proposal closing date. Offerors may resubmit questionnaires previously submitted with other proposals if the same PPQ template was used. Otherwise, offerors must obtain a new PPQ from a client for any submission. Offerors shall not incorporate by reference into their proposal PPQs previously submitted for other RFPs.
- c. In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, any relevant past performance information retrieved through the Contractor Performance Assessment Reporting System (CPARS), including for any team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), previously submitted PPQ information, and any other known sources not provided by the Offeror. While the Government may elect to consider data from a variety of sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror. GSA will not maintain a database of PPQs submitted by Offerors.
- d. Only Past Performance Questionnaires (PPQ) (included in the solicitation as Attachment A), completed by the applicable client, OR a final CPARS

evaluation, for each project included in its proposal, is acceptable. No other past performance documentation (ie. other types of PPQ's, letters, etc) for the submitted projects will be accepted.

- e. The Government has no obligation to ensure that an equal number of references are obtained for each offeror.
- f. The Government will not review or consider any other performance recognition documents.

### **Factor 2- Submission Requirement:**

The Offeror must submit a completed Past Performance Questionnaire (PPQ) (included in the solicitation as **Attachment A**), completed by the applicable client, OR a final CPARS evaluation, for each project included in its proposal for Factor 1, Prior Experience.

**Factor 3- Project Bonding Capacity (go/no-go)**– This is a go/no-go factor to assess the offeror's ability to provide an offer guarantee and performance and payment bonds sufficient to cover the maximum estimated value of a single project under this IDIQ contract. For this procurement, the minimum amount to be covered by the bonding capacity is \$10 million per project. This is NOT an aggregate amount. Failure to provide evidence of this required bonding capacity at time of proposal will render the proposal unacceptable and it will not be further evaluated. The offeror must submit a Letter of Bonding Capacity/Bondability from an acceptable surety/bonding company at time of proposal submission. See submission requirement below.

### **Factor 3 - Submission Requirement:**

The offeror must submit a Letter of Bonding Capacity/Bondability endorsed by an acceptable surety/bonding company at the time of proposal submission. For this procurement, the minimum amount to be covered by the bonding is \$10 million per project. The documentation submitted shall be either:

- 1) A signed letter from a corporate surety company listed on the Department of the Treasury's Bureau of the Fiscal Service website (Circular 570).
- 2) A signed letter from an authorized broker. The letter must be endorsed by a certified bonding company listed on the Department of the Treasury's Bureau of the Fiscal Service website (Circular 570).

The Bureau of the Fiscal Service - Surety Bonds provides the list of certified companies at: [www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html](http://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html).

### **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.