

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. 2032H326R00006	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> INVITATION FOR BID <input checked="" type="checkbox"/> NEGOTIATED (RFP) REQUEST FOR PROPOSAL	3. DATE ISSUED 02/27/2026	PAGE OF PAGES 1   89	
---	---------------------------------------	---	------------------------------	-------------------------	--

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

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. 26PR-SSP-0095	6. PROJECT NO.
7. ISSUED BY DEPARTMENT OF THE TREASURY PROCUREMENT SERVICES DIVISIONS 1500 PENNSYLVANIA AVENUE, NW MAIL STOP: 1425 NEW YORK AVE, NW SUITE 2100 WASHINGTON DC 20220	CODE TDP	8. ADDRESS OFFER TO Treasury Common Services Center ; Acquisition 5000 Ellin Road Lanham, MD 20706	
9. FOR INFORMATION CALL	a. NAME CHRISTIAN FOWLER	b. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i>	

**SOLICITATION**

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

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

The contractor shall provide all labor, tools, equipment, management, supplies and any other items deemed necessary to quote and complete various construction work, alteration, repair, and restoration of Main Treasury North as described within the Statement of Objective (SOO).

Period of performance: One year (12-months) from date of award with four subsequent 12-month option years.

At the task order level, the contractor shall:

- a. Use the given US Department of Labor Wage Determination,
- b. Issue Performance and/or Payment Bonds,
- c. Reference a project magnitude, when required.

Site Visit: 11 March 2026 @ 10 AM

Questions Due: 13 March 2026 by 5:00 PM ET

Quote Due: 27 March 2026 by 12:00 PM ET.

Continued ...

11. The Contractor shall begin performance within <u>0</u> calendar days and complete it within <u>1</u> calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. The performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____.)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES", indicate within how many calendar days after award in Item 12b.)</i>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
12b. CALENDAR DAYS 0	

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- a. Sealed offers in original and 03/27/2026 copies to perform the work required are due at the place specified in Item 8 by 1200 (hour) local time (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- b. An offer guarantee  is,  is not required.
- c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- d. Offers providing less than 0 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected .

**OFFER** (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than item 14.)
CODE	FACILITY CODE

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

**AMOUNTS**

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

**19. ACKNOWLEDGEMENT OF AMENDMENTS**

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

AMENDMENT NO.										
DATE.										

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

**AWARD** (To be completed by Government)

21. ITEMS ACCEPTED:

Continued...

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO THE UNITED STATES CODE AT <input type="checkbox"/> 10 U.S.C. 3204(a) ( ) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )
26. ADMINISTERED BY	CODE	27. PAYMENT WILL BE MADE BY

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

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

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

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
2032H326R00006

PAGE OF  
3 89

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	See Continuation Pages Delivery: 365 Days After Award Delivery Location Code: SSP SSP US DEPARTMENT OF THE TREASURY-DEPAR FINANCIAL MANAGEMENT, ATTN:MET SQUA 1500 PENNSYLVANIA AVE., NW WASHINGTON DC 20220 US  Period of Performance: 06/01/2026 to 05/31/2031				
0001	Main Treasury and Freedman Bank Building Simplified Treasury Construction (Alteration and Repair) Ordering Vehicle  12-Month Base Period FFP				
0002	Main Treasury and Freedman Bank Building Simplified Treasury Construction (Alteration and Repair) Ordering Vehicle.  12-Month Option Period I FFP (Option Line Item) 365				
0003	Main Treasury and Freedman Bank Building Simplified Treasury Construction (Alteration and Repair) Ordering Vehicle.  12-Month Option Period II FFP (Option Line Item) 365				
0004	Main Treasury and Freedman Bank Building Simplified Treasury Construction (Alteration and Repair) Ordering Vehicle.  12-Month Option Period III FFP (Option Line Item) Continued ...				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
2032H326R00006

PAGE OF  
4 89

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	365  Main Treasury and Freedman Bank Building Simplified Treasury Construction (Alteration and Repair) Ordering Vehicle.  12-Month Option Period IV FFP (Option Line Item) 365				

**TABLE OF CONTENTS**

**SECTION I – SUPPLIES OR SERVICES AND PRICES ..... 6**

**SECTION II – PRICE SCHEDULE: ..... 12**

    II.A – PRICE SCHEDULE CHART ..... 13

    II.B – SCENARIO PROJECT PRICE SCHEDULE ..... 13

**SECTION III – STATEMENT OF OBJECTIVES (IDIQ SCOPE)..... 14**

    1.0 GENERAL INFORMATION..... 14

    2.0 ORDER INFORMATION ..... 22

    3.0 SECURITY REQUIREMENTS ..... 24

    4.0 ADDITIONAL INFORMATION ..... 28

    5.0 ORDER ADMINISTRATION DATA:..... 37

**SECTION IV – IDIQ ADMINISTRATION DATA ..... 40**

**SCENARIO PROJECT SCOPE OF WORK (TASK ORDER #1) ..... 41**

**SECTION V – CLAUSES..... 44**

**SECTION VI - SOLICITATION PROVISIONS..... 63**

**SECTION VII – INSTRUCTIONS TO OFFERORS, EVALUATION CRITERIA, BASIS FOR AWARD ..... 77**

## **SECTION I – SUPPLIES OR SERVICES AND PRICES**

### **1.0 PURPOSE – CONTRACT TYPE:**

Pursuant to the Revolutionary FAR Overhaul, FAR Part 16.5 - Indefinite-Delivery Contracts (IDV), the purpose of this acquisition is to establish a multiple-award Task Order Contract Indefinite Delivery, Indefinite Quantity (IDIQ). All Task Orders issued under the resultant IDIQ are subject to the terms and conditions of the IDIQ.

### **2.0 ESTIMATED VALUE:**

It is emphasized that there are no intended or implied guarantees or obligations regarding the Government's usage of this vehicle to issue any Task Orders. The Government is only obligated to the extent of authorized purchases/Task Orders placed under the IDIQ. The Government estimates the total of all executed IDIQ Task Orders, during the entire term, will not exceed \$40 million over five years. This is an estimated value and does not reflect a target amount. Funds will ONLY be obligated upon award of individual orders with the potential exception of the guaranteed minimum as discussed below. The annual ceiling shall be equal to the available ceiling at the time of the exercised option year.

#### **2.1 Minimum Guarantee**

The guaranteed minimum for the entire contract term is \$2,000 for each Contractor. This is presented for informational purposes only and does not guarantee work or a dollar amount to the Contractor other than the initial \$2,000 minimum guarantee. The initial \$2,000 will be provided via an issued task order, or funded modification, to the base contract within one (1) year from the start of the contract's ordering period. To illustrate, if a Contractor is awarded a task order within the base period, and that total exceeds the minimum guarantee of \$2,000, then that minimum guarantee would have been met. Otherwise, the minimum guarantee will be issued via modification.

The North American Industry Classification System (NAICS) code 236220, Commercial and Institutional Building Construction, and the Small Business Size Standard is \$45M. This requirement will be 100% set-aside for Small Businesses, with preference to those Small Businesses that also carry the SBA certified socioeconomic status of Woman-Owned Small Business and/or Service-Disabled Veteran Owned Small Business.

A project magnitude will be issued at the Task Order level.

### **3.0 SCOPE:**

The scope of work for the projects executed by Task Orders under the contract include various construction projects such as facility repair/alteration, and real property repair/alteration projects on an as needed basis in an expeditious manner. Examples include interior and exterior building construction, repair, rehabilitation, and alterations/restorations, including but not limited to: office renovations with painting and carpeting as part of a total scope; repair or replacement of electrical, carpentry, masonry, plumbing, and mechanical; storm drainage, exterior renovations, roof repair and/or replacement, demolition services, earthwork, pavement repair and/or replacements, building foundations, walls, and structural systems; abatement of lead, asbestos, mold and other hazardous substances; and other miscellaneous construction services. The contractor shall furnish all necessary supervision, labor, parts, tools, materials, equipment, licenses, insurances, bonding, etc., (except as may otherwise be provided for in the order specifications) to perform.

#### **3.1 Mechanical/HVAC:**

Mechanical and HVAC work may be completed under this contract as either the primary work under a task order

or incidental to the overall work. Work may include: rehabilitation, repair, or replacement of HVAC systems; plumbing systems; waste water drainage systems; pumps and pump stations, hydraulic equipment, fire alarm systems; fire protection sprinkler systems; fire suppression systems; back flow preventers; and all devices, equipment and components associated with constructing and installing mechanical/HVAC systems. The mechanical and plumbing engineers are responsible for making sure that all appropriate codes are met.

**3.2 Electrical:**

Electrical work may be completed under this contract as either the primary work under a task order or incidental to the overall work. Work may include surveying, testing, and installing electrical systems that transmit and generate power, and various lighting systems within the construction site. Contractor electrical personnel are responsible for making sure that all appropriate codes are met.

Electrical utility work may include rehabilitation, renovation, maintenance, or repair of interior and exterior utility systems and lines (main lines and lateral feeders). Work may also include but not be limited to the following: interior and exterior high and low voltage electrical lines; communication lines (telephone & data lines); communication systems; security & security camera systems and cabling; and emergency generator systems.

**3.3 Structural:**

Structural work may be completed under this contract as either the primary work under a task order or incidental to the overall work. Work may include: working from approved designs of Treasury structures (i.e. buildings, walls, foundations, etc.), calculation and analysis of stress factors and loads, and selection of appropriate construction materials based on economic, strength, and durability factors. The structural engineer is responsible for making sure that all appropriate codes are met.

**3.4 Roofing & Building Repair**

Roofing and Building Repair activities may be completed under this contract as either the primary work under a task order or incidental to the overall work. Roofing may include but is not limited to replacement and repair of roof and roofing systems. Work may also include gutters, downspouts, flashing, fascia and soffits, lightning protection systems, and repair of incidental damage (e.g. ceiling replacement, painting and carpet cleaning) as a result of roof leaks. Building envelope repairs/replacement will include but not be limited to exterior windows, sealants, brick and/or stone veneer, mortar repointing, metal ties, mortars, and expansion/control joints.

**4.0 PERIOD OF PERFORMANCE:**

It is anticipated that the term of the IDIQ will be 12 months from date of award with four 12-month option periods at a total sixty (60) months, if fully exercised. The anticipated Period of Performance reads as follows:

Base Period	12 Months from Date of Award
Option Period I	12 Months from Base Year
Option Period II	12 Months from Option Period I
Option Period III	12 Months from Option Period II
Option Period IV	12 Months from Option Period III

**5.0 PLACE OF PERFORMANCE**

The general place of performance for orders within this IDIQ is as follows:

Main Treasury  
1500 Pennsylvania Avenue  
NW Washington, DC 20220

Treasury Annex - Freedman Bank Building  
701 Madison Place, NW  
Washington, DC 20220

#### **6.0 AUTHORIZED IDIQ USERS:**

On behalf of the Department of the Treasury (Treasury), only the Treasury Facilities Team shall utilize the IDIQ, unless authorized in writing by the Contracting Officer's Representative (COR) and approved by the Contracting Officer (CO).

#### **7.0 IDIQ ORDERING GUIDELINES:**

IDIQ Task Orders shall be within the scope of the IDIQ. IDIQ construction Task Orders will be either Firm Fixed Price (FFP), or Firm-Fixed Price with Economic Price Adjustment, Lump Sum orders in accordance with FAR 36.101-1 Acquisition Strategy.

The performance period, and detailed specific tasks, will be specified on each IDIQ order with a standard period of performance up to 12 months to allow for scheduling flexibilities. This does not limit the government for setting shorter periods of performance.

#### **8.0 ORDERING CONTRACTING OFFICER (OCO):**

An appropriately warranted CO, acting within the scope of their delegated procurement authority, may place orders against the ordering vehicle in accordance with the ordering procedures set forth within this IDIQ and the procedures outlined in FAR 16.505 Ordering from IDIQs.

#### **9.0 IDIQ ORDERING PROCEDURES:**

Task orders will be issued under this IDIQ in accordance with FAR 16.505 and FAR 36. Please reference SECTION III – STATEMENT OF OBJECTIVES (IDIQ SCOPE) for the general requirements of the IDIQ. The CO, Contract Specialist (CS), and/or Contracting Officer Representative (COR), will confirm work is within scope of the IDIQ before requesting for quotation from the IDIQ holder. Ordering will then be conducted via the procedures set forth in FAR clause 52.216-18 Ordering.

- The CO/CS must provide a Task Order RFP to the Contractor to include a SOW, the quote due date, and any other applicable instructions or supporting documentation.
- The Order will specify any plans for site visits along with instructions for security clearances.
- The Contractor shall confirm receipt of the RFP via e-mail within 24 hours or next business day.

#### **10.0 CONTENTS OF ORDERS:**

Task Orders will include the following (as applicable):

- (a) IDIQ and Task Order number;
- (b) Total order price (and identify funding by increment or fully funded);
- (c) Obligated funding amount(s) and applicable accounting codes(s);
- (d) Scope of work to include pricing breakdown, part numbers, work schedule (may include night work due to construction); etc.
- (e) Period of performance/duration of Task Order(s).
- (f) Place of performance, if applicable;
- (g) Drawings, plans, etc.

- (h) Any applicable performance criteria and performance metrics (where applicable);
- (i) Special requirements/relevant information;
- (j) Government furnished property, if any, to be provided;
- (k) Order work schedule as applicable;
- (l) Payment office information.

#### **11.0 ORDER OF PRECEDENCE:**

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

- Construction Contract Clauses
- Other Provisions of the Contract
- Specifications, Exhibits and Other Attachments
- Task Order Clauses
- Other Provisions of the Task Orders
- The Statement of Work – Task Orders
- The Specifications – Task Orders
- The Drawings – Task Orders
- Exhibits and Other Attachments – Task Orders

All Task Orders are subject to the Contract requirements. In case of inconsistency between a Task Order and the Contract, the Contract shall control due to Order of Precedence.

#### **12.0 KEY PERSONNEL**

Key personnel, for the management of the IDIQ's technical aspects, will have the responsibility of:

- Coordinating and communicating with the COR;
- Oversight of all construction projects, staffing, onboarding, and managing construction team with qualified, licensed, workers that are American Citizens;
- Managing the work schedule in accordance with specific details within each order;
- Ensuring that all safety, reporting, etc., regulations are followed at all times;
- Ensuring that final delivery is inspected and accepted by the COR prior to handoff.

##### **12.1 Project Supervision:**

For each Task Order issued to the Contractor, the Contractor shall designate a Project Manager (PM) and Project Superintendent (PS). The Contractor shall identify the PM and PS before work begins on the Task Order and the PM/PS qualifications, experience and performance history shall be satisfactory.

The PM shall be responsible for the management and execution of the Task Order in accordance with the approved Scope of Work, approved work plans, and all federal, state, and local laws and regulations. The PM shall ensure that all site activities are performed in a safe manner. The PM shall also maintain close communication and coordination with the COR for the duration of the Task Order, including weekly and/or monthly progress and detailed cost reporting where required.

The PS shall operate under the direction of the PM within its own supervised project. The PS shall have overall responsibility for all operations on the jobsite.

### **13.0 LIMITATIONS ON SUBCONTRACTING:**

The awarded contractor(s) understand the Limitations on Subcontracting, see 52.219-14, in terms of percentage of work performed. As the prime contractor, even as a small business, the contractor acknowledges that it must perform at least 15% of the work. An illustration of this will be requested at the order level pricing as part of its total Lump Sum pricing and Staffing Plan.

The attached form (**Attachment 1 and 2**) reinforces compliance with FAR 52.219-14, Limitations on Subcontracting, which mandates that small business preference program prime contractors (8(a), WOSB, HUBZone, and SDVOSB firms) perform a prescribed percentage of work with their own personnel. By requiring staffing plans and monthly workforce reporting, Treasury will be better equipped to assess compliance with these subcontracting limitations. The data collected will assist in verifying that the prime contractor maintains the appropriate labor mix, level of effort, and prime-to-subcontractor work-share ratio throughout performance. This transparency supports Treasury's small business utilization goals and mitigates risks of improper pass-through contracting practices.

**Post-Award Monthly Workforce Report (Recurring Deliverable).** Contractors shall submit the workforce report using the template at Attachment 2 with each invoice submitted

**Monthly Prime Contractor Certification.** Contractors shall include with each monthly workforce report a certification signed by an authorized company official affirming that, based on current performance data, the small business prime and its similarly situated subcontractors collectively performed at least **15 percent** of the total contract cost for personnel during the reporting period. This information shall be used by the CO to verify compliance throughout performance.

**Surveillance.** COs and CORs shall use the monthly workforce reports to monitor actual prime and subcontractor labor distribution to ensure that the small business prime maintains compliance with the **15 percent** performance requirement. Any material deviation from the certified ratio shall be treated as a potential noncompliance with FAR 52.219-14 and addressed through corrective action or contract administration remedies.

**Protection of PII and Use of Unique Identifier.** The monthly report adds limited personally identifiable information (PII) fields (last name, first name, employer name) solely for workforce accountability and access management. To uniquely identify individuals without collecting Social Security Numbers (SSNs), the report shall use an unique identifier to represent a Personal Identity Verification (PIV) card identifier or agency-assigned equivalent. Contractors shall safeguard all PII consistent with agency policy and OMB requirements; encrypt report files at rest and in transit; mark them "CUI//SP-PRVCY;" and limit distribution to the CO, Contracting Officer's Representative (COR), and designated security and human resource officials.

**PRIVACY & SECURITY CONTROLS:** Contractors shall limit the monthly report to the fields specified above; do not include SSNs, dates of birth, home addresses, or other unnecessary PII. Reports containing PII must be encrypted, access-controlled, and transmitted via approved secure channels. Mark files "CUI//SP-PRVCY." Limit distribution of files with PII to the Chief Operating Officer, Chief Financial Officer, CO, COR, and designated security and human resources officials. Any suspected or confirmed breach must be reported immediately to the CO and agency privacy/security officials in accordance with OMB Memorandum M-17-12 and bureau procedures.

13.1 Subcontracts:

Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government. The divisions or sections of the specifications are not intended to control the Contractor in dividing the work among subcontractors, or to limit the work performed by any trade.

The Contractor shall insert a clause in each subcontract issued under this contract, which incorporates all FAR Clauses (beginning with “52”, and all general and special provisions of this contract into the subcontract by reference expect all references to the Government or Job Corps shall be mean the General Contractor.

The Contactor shall be responsible to the Government for acts and omissions of its own employees and of subcontractors and their employees. The Contractor shall also be responsible for the coordination of the work of the trades, subcontractors, and suppliers.

-----SEE NEXT PAGE-----

**SECTION II – PRICE SCHEDULE:**

By providing a response to the attached “Scenario Project,” the Contractor agrees that the rates included in the price schedule are based on Gordian Building Construction Costs with 2025 83<sup>rd</sup> edition of RSMEANs annual edition, or later, and shall be used in the pricing of all Task Orders, and modifications when required, for the life of the contract.

1. Basis of Pricing

- 1.1. **Order Pricing.** Prices set forth in each Task Order shall include a complete and total lump sum price, unless a separate pricing request is made at the Task Order level. Other pricing structures include firm-fixed price, or firm-fixed price with economic price adjustments, where necessary to complete the work for which the price is established (e.g., Base Task Order, Unit Price, Options) in accordance with the Task Order documents and approved rates, including, but not limited to, the cost of work performed by subcontractors and consultants, indirect costs, fees, expenses, taxes, and profit.
- 1.2. **Knowledge of Conditions Affecting Price. FAR 52.236-3, Site Investigations and Conditions Affecting the Work,** is incorporated by reference in this Contract. The Contractor shall be presumed to have established all rates/prices with knowledge of general and local conditions that may affect the cost of Task Order performance at the site where the work is to be performed, to the extent that such information is reasonably obtainable.
- 1.3. **Unit Prices and Allowances.** If any portion of the Task Order work is to be performed on a unit price basis, the Unit Price shall include all costs of coordinating and incorporating the unit-priced portion of the work into the Task Order. The Contractor shall only be obligated to perform unit-priced work to the extent that an allowance has been established. The Contractor shall be obligated to perform such work in excess of a unit quantity for which an allowance is established only if directed by the Contracting Officer in writing. The Contractor shall be bound to the unit price or prices set forth herein in all equitable adjustments for changes including unit priced work, and no markups shall be applied to such unit prices.
- 1.4. **Options.** If any portion of the work is to be performed upon the timely exercise of an Option in the Task Order, which may include an Optional Task/CLIN, the Option Price shall include all costs of coordinating and incorporating the Option-priced portion of the work into the base Task Order work. An adjustment to the Task Order price for such additional work shall be computed solely on the basis of the Option price or prices set forth in the Task Order.
- 1.5. **Maximum Rates.** The services to be provided shall be priced in accordance with the most recent RS Means Cost Data publications listed and the negotiated office overhead and General Administrative (G&A) rates as indicated in the price schedule and as otherwise required. Proposed rates shall be deemed to include all costs consistent with the requirements, definitions, and exclusions applicable to the Task Order, and consistent with the Contractor's cost accounting practices. Unless otherwise specified, rates shall be deemed to include only the Contractor's costs, and not the costs of any subcontractors.

Where a suitable match between the cost items required and those published in RS Means may not be found, the contractor may propose a unit cost. Unit costs established other than by RS Means Prepriced unit costs must be clearly identified to the satisfaction of the Government, or they will be disallowed.

**II.A – PRICE SCHEDULE CHART**

ITEM	SUPPLIES/SERVICES	QTY	UNIT	AMOUNT
CLIN 0001	Main Treasury and Freedman Bank Building Simplified Treasury Construction (Alteration and Repair) Ordering Vehicle. 12-Month Base Period FFP	12	MO	Price TBD by RSMMeans
CLIN 0002	Main Treasury and Freedman Bank Building Simplified Treasury Construction (Alteration and Repair) Ordering Vehicle. 12-Month Option Period I FFP	12	MO	Price TBD by RSMMeans
CLIN 0003	Main Treasury and Freedman Bank Building Simplified Treasury Construction (Alteration and Repair) Ordering Vehicle. 12-Month Option Period II FFP	12	MO	Price TBD by RSMMeans
CLIN 0004	Main Treasury and Freedman Bank Building Simplified Treasury Construction (Alteration and Repair) Ordering Vehicle. 12-Month Option Period III FFP	12	MO	Price TBD by RSMMeans
CLIN 0005	Main Treasury and Freedman Bank Building Simplified Treasury Construction (Alteration and Repair) Ordering Vehicle. 12-Month Option Period IV FFP	12	MO	Price TBD by RSMMeans
			<b>TOTAL CEILING</b>	\$40M

**II.B – SCENARIO PROJECT PRICE SCHEDULE**

ITEM	SUPPLIES/SERVICES	QTY	UNIT	AMOUNT
CLIN 0001	Main Treasury Basement Locker and Shower Rooms 12-Month Period of Performance FFP	1	JB	\$
			Profit & G&A	\$
			<b>TOTAL</b>	<b>\$</b>

## **SECTION III – STATEMENT OF OBJECTIVES (IDIQ SCOPE)**

### **1.0 GENERAL INFORMATION**

#### **1.1 Background:**

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

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

#### **1.2 Objectives:**

The Department of Treasury Departmental Offices, Treasury Operations, has requirements to provide a contract vehicle to support Treasury Operations mission within the Department of Treasury. Treasury Operation has a requirement for an IDIQ Multiple Award Construction Services Contract to fulfill the anticipated needs of their customers for up to five (5) years. This contract capacity will be available to the Treasury Departmental Office Treasury Operations and their customers.

#### **1.3 Scope of Work**

The scope of work for the projects executed by Task Orders under the contract include various painting and carpet improvements requiring the contractor to furnish all the necessary supervision, labor, parts, tools, materials, equipment, etc., (except as may otherwise be provided for in the specifications) to perform construction projects such as facility repair/alteration, and real property repair/alteration projects on an as needed basis in an expeditious manner. Construction project types may include, but are not limited to, the following:

- Office renovations
- Exterior restorations
- Repair or replacement of mechanical
- Electrical
- Plumbing equipment.

#### **1.4 The Contract**

The Contract consists of the SF 1442, the Statement of Work, Specifications, Drawings, Exhibits, Amendments, Modifications, and other Attachments identified herein (collectively, the Contract Documents). The Contract contains the entire agreement of the Parties, and no prior written or oral agreement, express or implied, shall be admissible to contradict or modify any part of the Contract.

The Contractor shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution of the work described in and reasonably inferable from the Contract Documents, whether temporary or permanent. In consideration for, and upon condition of, the Contractor's completion of the work, the Government shall pay the Contractor the price

or prices subject to the terms and conditions set forth in this Contract. Award of Task Orders will be on a firm fixed price basis.

### **1.5 Period of Performance**

The Initial Contract period shall be for a period of twelve (12) months from the date of contract award, with a Four (4) One (1) Year Options. Task Orders may be placed under this Contract from the date of award through the expiration date of said Contract.

### **1.6 Work Hours:**

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

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

#### [Federal Holidays](#)

### **1.7 Hours of Operation:**

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

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

### **1.8 Contract Values**

The awarded Contractor(s) will be guaranteed a minimum of \$2,000.00 for the Base Year, which can be satisfied by the award of one or more Task Orders during the respective contract period. In the event a firm receives awards of less than this guaranteed minimum, the Government will reimburse the Contractor for the difference between the actual obligation and the guaranteed minimum.

### **1.9 Commencement, Prosecution, and Completion of Work**

Commencement, Prosecution, and Completion of Work, is supplemented as follows:

The Contractor shall not commence the Work until the Contracting Officer has issued Notice to Proceed (NTP) or as instructed in the award document. The Contractor shall diligently prosecute the work to achieve Substantial Completion of the Work within the time specified in Section I (Project Information), "Period of Performance" clause. If the Contract specifies different completion dates for different phases or portions of the work, the Contractor shall diligently prosecute the work so as to achieve Substantial Completion of such phases or portions of the work within the times specified.

### **1.10 Contractor Responsibilities**

Performance of work by the Contractor, the Contractor shall perform at least fifteen percent **(15%) of the work.**

Unless otherwise expressly stated in the Contract, the Contractor shall be responsible for all means and methods employed in the performance of the Contract.

The Contractor shall be responsible for coordinating all activities of subcontractors. This responsibility includes coordination of preparation of shop drawings produced by different subcontractors where their work interfaces or may potentially conflict or interfere and the installation of such work; scheduling of work by subcontractors; and use of the project site for staging and logistics.

Where installation of separate work components as shown in the contract documents will result in conflict or interference between such components or with existing conditions, including allowable tolerances, it is the Contractor's responsibility to bring such conflict or interference to the attention of the Contracting Officer/ Contracting Officer Representative (COR) and seek direction before fabrication, construction, or installation of any affected work. If the Contractor fabricates, constructs, or installs any work prior to receiving such direction, the Contractor shall be responsible for all costs and time incurred to resolve or mitigate such conflict or interference.

Where drawings show work without specific routing, dimensions, locations, or position relative to other work or existing conditions, and such information is not specifically defined by reference to specifications or other information supplied in the contract documents, the contractor is responsible for routing, dimensioning, and locating such work in coordination with other work or existing conditions in a manner consistent with contract requirements.

It is not the Contractor's responsibility to ensure that the contract documents comply with applicable laws, statutes, building codes and regulations. If it comes to the attention of the Contractor that any of the contract documents do not comply with such requirements, the Contractor shall promptly notify the Contracting Officer and COR in writing. If the Contractor performs any of the work prior to notifying and receiving direction from the Contracting Officer, the Contractor shall assume full responsibility for correction of such work, and any fees or penalties that may be assessed for non-compliance.

The Contractor shall immediately bring to the Contracting Officer's and COR's attention any hazardous materials or conditions not disclosed in the contract documents discovered by or made known to the Contractor during the performance of the Contract.

Contractor is responsible for safety on the Project site and must submit a safety plan before commencing work.

The Contractor assumes the risk of, and shall be responsible for, any loss, damage, destruction, or theft of Government property upon its delivery to the Contractor as Government- furnished property. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this Contract.

Contract authority must be vested within the contractor's designated on-site key personnel. During the execution of each Task Order one of the contractor's designated people with contract authority must respond within 24 hours of being contacted by the Contract Specialist, CO, or COR.

The contractor will not be provided office space and limited (if any) storage space for materials under this

contract and thus shall be responsible for providing it themselves.

The Contractor's principal tasks may include, but are not limited to: field verification and site investigations, required testing, reviewing and correctly interpreting designs, preparing and reviewing cost estimates towards a total lump sum quote, providing schedules, keeping records, reporting on progress, resolving problems, conducting value engineering exercises, performing constructability reviews, submittals, coordination of all documents and requirements, promptly reporting to the Contracting Officer any ambiguities or discrepancies found in the project requirements or documents, coordination of all activities, coordination of all meetings, construction, maintaining daily logs, weekly and monthly reports, administration of all subcontracts, administration and execution of quality control plan, commissioning, performing administrative collection of sustainable design and construction-related materials and processes, construction waste recycling receipts, and other services as defined in the Contract Documents.

The Contractor will conduct or assist in conducting weekly construction progress meetings when applicable. The Contractor may be required to keep and distribute meeting minutes. The progress meetings should be held at or near the construction site.

The Contractor shall be responsible for maintaining satisfactory standards of employee conduct, competency, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to their employees or subcontractor's employees as may be necessary. The Contractor is responsible for ensuring that their employees and subcontractor's employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones or any Government equipment, (office tools, supplies, and/or materials), except as authorized by the COR or Contracting Officer.

The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of this contract and shall hold the Government harmless for any action or inaction on the Contractor's part or that of his employees or subcontractors which result in illness, injury, or death. See project specific safety and health requirements in each Task Order.

The Contractor shall comply with all applicable environmental protection requirements including all federal, state, and local laws, regulations, and standards. All environmental protection matters shall be coordinated with the ordering official. Inspection of any of the facilities operated by the contractor or work sites at which the contractor is performing work under an individual Task Order may be accomplished by the ordering official (CO) or his/her designated representative (COR) on a no-notice basis during normal working hours. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by Contractor negligence, the contractor shall reimburse the Government for the amount of that fine and other costs. The Contractor shall also clean up any oil and environmentally hazardous spills which result from the Contractor's operations.

Only the Contractor Key Personnel are required to have access to the Internet, at the order level when required. All Project Managers or Points of Contact (POC) for the prime Contractor are required to have individual e-mail addresses, accessible through the Internet through the company. Personnel email address will not be authorized for official business.

The Contractor agrees that all electronic and hard copy drawings, files, photographs, renderings, blueprints, specifications, and/or other materials generated within the contract shall belong at all times to the Government and the Government reserves the right to modify and/or distribute said electronic and hard copies.

### **1.11 Contractor Management and Personnel**

(See FAR 52.236-6 (Apr 1984)), Superintendence by the Contractor, is supplemented as follows:

The Contractor shall employ sufficient management and contract administration resources, including personnel responsible for project management, field superintendence, change order administration, estimating, coordination, inspection, and quality control, to ensure the proper execution and timely completion of the work. The Contractor shall designate a principal of the firm, or other senior management official, to provide executive oversight and problem resolution resources to the Project for the life of the Contract.

The Prime Contractor shall provide a full-time superintendent while work under each Task Order is being performed and ensure that its Superintendent and Superintendence by its Subcontractors is maintained on a full-time basis at the site until work required by each Task Order and the contract is completed including acceptable completion of all work necessary to correct deficiencies and omissions discovered during final inspection. No change in superintending personnel will be allowed without prior approval of the Contracting Officer. During the execution of each Task Order, the designated superintendent shall respond appropriately within 24 hours of being contacted by the owner representative.

The Contractor shall employ, and require its subcontractors to employ, qualified personnel to perform the Work. The Government reserves the right to exclude, or remove from the site or building, any personnel for reasons of incompetence, carelessness, or insubordination, who violate rules and regulations concerning conduct on federal property, or whose continued employment on the site is otherwise deemed by the Government to be contrary to the public interest.

Repeated failure or excessive delay by the Contractor to provide qualified personnel shall be deemed a default for the purposes of the Termination for Default clause.

### **1.12 Key Personnel**

The Prime Contractor shall identify Key Personnel for a Project Manager and Project Superintendent for the IDIQ contract. Requirements for the Key Personnel are as follows and may vary per Task Order:

#### **1.12.1 Project Manager:**

The Project Manager shall have at least five (5) years' experience in managing and supervising construction projects of similar size and scope and five (5) years' experience in Historical Government Buildings. The Project Manager shall be employed by the Prime Contractor.

#### **1.12.2 Project Superintendent:**

The Project Superintendent shall have a minimum of five (5) years' experience as a superintendent on projects similar in size and scope, and five (5) years' experience in Historical Government Buildings and be employed by the Prime Contractor. The project superintendent shall have overall responsibility for all operations on the jobsite.

### **1.13 Substitution of Key Personnel**

The Contractor shall be limited to utilizing the key personnel that were identified in the Contractor's technical proposal during the performance of this contract unless prior Contracting Officer approval of the substitutions is

obtained. The Contractor shall obtain the Contracting Officer's written consent before making any substitutions for key personnel by submitting in writing to the Contracting Officer the reasons for the substitution and the qualifications of the new person (resume). Provide the necessary level of detail on credential and qualifications on the key personnel. The key personnel that are proposed as substitutes must possess equal or greater qualifications than the individuals in the contractor's proposal for the contract. This replacement shall not impact the overall price, per project, unless that impact results in a cost savings to the American Taxpayer while maintaining equal, or greater, project performance.

#### **1.14 Standard Construction Warranty**

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

The contractor further warrants to the Government that all materials and equipment furnished under this contract will be new, unless otherwise specified, and that all work will be of good quality, free from improper workmanship and defective materials and in conformance with the drawings and specifications.

The contractor agrees to correct all work performed under this contract which proves to be defective in material and workmanship within a reasonable time as determined by the Government and the contractor and at no additional cost to the Government.

**Deliverable:** Contractor to provide a two-week look ahead every Monday from Award of Project-to-Project Completion.

#### **1.15 Extensions of Time – (See FAR 52.211-13, Time Extensions)**

If the Contractor requests an extension of the time for Substantial Completion, the Contractor shall base its request on analysis of time impact using the Project Schedule as its baseline and shall propose as a new Substantial Completion date to account for the impact. The Contractor shall submit a written request to the Contracting Officer setting forth facts and analysis in sufficient detail to enable the Contracting Officer to evaluate the Contractor's entitlement to an extension of time.

The Contractor shall only be entitled to an extension of time to the extent that (a) Substantial Completion of the Work is delayed by causes for which the Contractor is not responsible under this Contract, and (b) the actual or projected Substantial Completion date is later than the date required by this Contract for Substantial Completion.

The Contractor shall not be entitled to an extension of time if the Contractor has not effectively provided sufficient data to the Contracting Officer for evaluation in a timely manner.

The Government shall not be liable for any costs to mitigate time impacts incurred by the Contractor that occur less than 30 calendar days after the date the Contractor submits a request for extension of time in compliance with this clause.

### **1.16 Project Schedule**

Unless otherwise specified in the individual Task Orders, the Contractor shall use a Project Schedule to plan, coordinate, and perform the work of each task, or equal. The Project Schedule shall be produced using widely used, commercially available computer software that is capable of generating and monitoring a schedule and is compatible with software like Microsoft Project,<sup>®</sup> or equal.

The Project Schedule shall be a rational, reasonable and realistic plan for completing the Work, and conform to requirements specified in this clause and elsewhere in this Contract and any Task Order.

The Contractor understands and acknowledges that the preparation and proper management of the Project Schedule is a material component of the Work, and that the Task Order price includes all costs of compliance with Project Schedule requirements.

The Project Schedule shall depict all activities necessary to complete the Work, including, as applicable, all submittal and submittal review activities, all procurement activities, and all field activities, including mobilization, construction, and punch list. Activities shall be sufficiently detailed and limited in duration to enable proper planning and coordination of the Work, effective evaluation of the reasonableness and realism of the Project Schedule, accurate monitoring of progress, and reliable analysis of schedule impacts.

Within fourteen (14) days of NTP, or such other time as may be specified herein, the Contractor shall submit its Project Schedule to the Contracting Officer/COR, together with a written narrative describing the major work activities, activities on the critical path, and major constraints underlying the sequence and logic of the Project Schedule. The Contractor shall submit the Project Schedule in both electronic and hardcopy print format.

The Contractor should anticipate that its initial submittal of the Project Schedule shall be subject to review and revision as contemplated by Paragraph (11) of this clause, and the Contractor shall devote sufficient resources for meetings, revisions, and resubmissions of the Project Schedule to address exceptions taken by the Contracting Officer to the initial submittal. The Contractor understands and acknowledges that the purpose of the initial review and resolution of exceptions is to maximize the usefulness of the Project Schedule for the Parties during Task Order performance.

Activity durations shall be based upon reasonable and realistic allocation of the resources required to complete each activity, given physical and logistical constraints on the performance of the Work. All logic shall validly reflect physical or logistical constraints on relationships between activities. Except for the first and last activities in the Project Schedule, each activity shall have at least one predecessor and one successor relationship to form a logically connected network plan from NTP to the Task Order Completion date.

The Project Schedule shall incorporate milestone events specified in the Task Order, including, as applicable, NTP, Substantial Completion, and milestones related to specified work phases and site restrictions. The Project Schedule shall also include Contractor-defined milestones to identify target dates for critical events, based upon the Contractor's chosen sequence of work.

Unless a shorter period for updates is specified elsewhere, the Contractor shall update the Project Schedule monthly to reflect its actual progress in completing the Work and submit the updated Project Schedule to the Contracting Officer/COR within five working days of the end of each month or other specified period.

If the Contractor revises the Project Schedule after initial submission, the Contractor shall provide in writing to the Contracting Officer/COR a narrative describing the substance of the revision, the rationale for the revision,

and the impact of the revision on the projected Substantial Completion date and the available float for all activities. The Contractor shall only revise prospective activities, durations and logic, but addition of detail to prospective activities shall not be deemed a revision if the overall duration of the detailed activity does not change.

If at any time the Contracting Officer/COR finds that the Project Schedule does not comply with any Task Order requirement, the Contractor shall, upon written notice of exceptions taken by the Contracting Officer, revise the Project Schedule, adjust activity progress, or provide sufficient information demonstrating compliance. Regardless of whether the Contracting Officer takes any such exception, the Contractor shall not be relieved of its responsibility for the rationality, reasonableness or realism of the Project Schedule, or its responsibility to achieve Substantial Completion within the time specified by the Task Order.

If the Contractor fails to sufficiently address the Contracting Officer's/ COR's exceptions to the Project Schedule within thirty (30) calendar days of written notice of same, the Contracting Officer may withhold retainage until the Project is Substantially Complete or until such time as the Contractor has complied with Project Schedule requirements.

The Contracting Officer shall be entitled, but not required, to rely upon the Project Schedule to evaluate the Contractor's progress, evaluate entitlement to extensions of time and determine the criticality or float of any activities described in such Project Schedule.

### **1.17 Vendor Past Performance System**

Performance evaluation will be done using the Contractor Performance Assessment Reporting System (CPARS) modules as the secure, confidential, information management tool to facilitate the performance evaluation process. The system enables a comprehensive evaluation by capturing comments from both the Government and the contractor.

Contractors are encouraged to visit [http://www.cpars.csd.disa.mil/allapps/cpartnrg/webtrain/webtrain\\_all.htm](http://www.cpars.csd.disa.mil/allapps/cpartnrg/webtrain/webtrain_all.htm) to sign up for free on- line Contractor Overview training when these sessions are offered. The training session is (2) hours and is specifically for contractor users who will provide Past Performance Evaluation comments on PBS evaluations.

After the contracting officer prepares and releases a contract evaluation, the contractor will receive an email alerting them the evaluation is ready for their review and comment. The contractor will have 30 days to respond to the evaluation. The Government shall provide for review at a level above the contracting officer (e.g., contracting director) to consider any disagreement between the Government and the contractor regarding the evaluation of the contractor. Based on the review, the individual at a level above the contracting officer will issue the conclusion on the performance evaluation.

NOTE: Unless the contractor provides a different point of contact (POC) to the contracting officer after award, the Past Performance Point of Contact (POC) listed on the contractor's Central Contractor Registration (CCR) profile will be used as the default Past Performance POC. This is the individual who will receive CPARS email alerts. In accordance with FAR Clause 52.204-7 the contractor is responsible for the accuracy and completeness of the data within the CCR database.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used by Federal Agencies to support future award decisions.

## **2.0 ORDER INFORMATION**

### **2.1 Task Orders**

All work will be issued through an award of a Task Order in accordance with **FAR 16.505, Ordering**. The Basis of Award for Task Orders will be determined at the Task Order level, depending on the circumstances pertinent to individual requirements. These procedures will be determined by the Ordering Contracting Officer in accordance with FAR 16.505 and this Ordering Vehicle. In some cases, Task Order quotes may be evaluated based on lowest price, technically acceptable; in other cases, Treasury may use nonprice evaluation criteria in addition to price and select the Contractor that presents the best value to the Government.

At the Government’s sole discretion, a Technical Evaluation Panel (TEP) may be established to evaluate non-price evaluation criteria. If established, the TEP will be led by a Chairperson who shall have experience in architecture, engineering, construction, etc., and Government-related acquisition matters.

#### Task Order Method Available

A Request for Quote will be provided with the scope of work to Contractors to provide technical and price quotes as instructed in the request. Contractors shall submit a firm fixed, lump sum price, for all construction services unless a different, previously stated, pricing structure is requested.

Task Order issued shall include, but not be limited to the following information:

- Date of order.
- Contract and delivery order number;
- Appropriation and accounting data.
- Description of the services to be performed;
- Place of performance.
- Period of time in which the services are to be performed.
- List of Government-furnished material and the estimated value thereof, if applicable.
- Description of Project and/or Building Specific Conditions (if any)
- Other pertinent information such as drawings, sketches, and scope of work as appropriate; and,
- Inspection/Acceptance
- Invoice/Payment Information
- Signature of warranted ordering official.

### **2.2 Task Order Performance Periods**

The time for completion for each Task Order shall be determined under each individual Task Order. Task Orders under this contract may be awarded by the designated, warranted ordering officials (Contracting Officers) at any time within the Contract period. The actual performance of the work may extend beyond the ordering vehicle/contract period. Each Task Order shall specify dates for starting work and completing work at the job site. COR will coordinate start date with the contractor within the overall Order period.

### **2.3 Additional Task Order Information**

Task Orders under this Contract shall be ordered on Form 1442 by a designated warranted ordering official (Contracting Officer), for various quantities and types of work provided for in this contract.

The Davis-Bacon wage rates will be issued with each resulting Task Order. Refer to **FAR 52.222-30 (Aug 2018)**.

See price schedule in the attached SF 1442.

The requirements set forth in this Contract are baseline requirements. Task Orders may include additional requirements to address individual project needs, within the scope of the overarching contract. Refer to the Task Order for project specific requirements.

## **2.4 Proposal Preparation Cost**

The costs for the preparation of proposals in response to the solicitation of this contract, TO RFPs issued under this contract, and any RFPs issued during the administration of any Task Order are the responsibility of the contractor and is not a reimbursable expense. The Task Order award will include, at a minimum, all labor, management, supervision, mobilization, material and equipment cost, and any cost associated with the required services to be performed (i.e. construction). The contractor shall furnish all project management, planning, estimating, labor, transportation, materials, equipment, tools, supervision, and all other associated costs necessary to fulfill the requirements of the contract.

## **2.5 Substantial Completion and Contract Completion:**

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

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

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

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

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

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

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

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

## **2.6 Liquidated Damages FAR 52.211-12**

### Liquidated Damages:

The Contractor acknowledges that time is of the essence for the performance of the work, and that determining actual damages from delay would be extremely difficult and impractical. If the Contractor fails to achieve Substantial Completion of the Work within the time specified in each Task Orders, the Contractor shall be liable to the Government for liquidated damages at the rate specified in each Task Order for each calendar day following the required completion date that the Work is not Substantially Complete.

If the Contract requires different completion dates for different phases or portions of the work, the Contractor shall be liable for liquidated damages at the specified rate for each calendar day following the required completion date that the phase or portion of work is not Substantially Complete. If a single rate is specified, the specified rate shall be apportioned between the different phases or portions of the work.

If the Government elects to accept any portion of the work not specifically designated as a phase or portion of work with its own required completion date, the liquidated damage rate shall be apportioned between accepted work and uncompleted work, and the Contractor's liability for liquidated damages shall be computed accordingly.

## **2.7 Notice of Constructive Changes**

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

## **3.0 SECURITY REQUIREMENTS**

### **3.1 Security Categorization:**

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

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

This Contract is categorized as unclassified at the Moderate (Tier 2/MBI) Level. This Contract does not have Tasks that require different levels of investigations. The Intelligence Community Directive (ICD) 705 Version 1.4 requires construction plans and all related documents to be handled and protected in accordance with the Construction Security Plan (CSP). If classification guides dictate, plans and related documents may require

classification. Drawings or diagrams pertaining to this Task Order may not be posted on an UNCLASSIFIED website or transmitted over the Internet without some type of encryption. Drawings and diagrams shall be protected as Sensitive but Unclassified (SBU) information and shall be stored in an approved GSA container at the contractor facility or lock cabinet accessible by authorized personnel. The contractor shall provide the COR with a list of personnel authorized access to the GSA container and/or lock cabinet containing drawings and diagrams under this PWS. The contractor may not take drawings and diagrams to residence or have open public discussions outside of the contractor facility or the Main Treasury Complex (MTC). Therefore, do not identify SCIF locations on planning or construction documents without Director, Special Security Programs (SSP) approval to include areas that may be identified as “Secure Area” or “Controlled Area”. Under no circumstances shall plans or diagrams that are identified for SCI or Secure Work Area or Controlled Area be sent or posted on unprotected information technology systems or Internet venue without encryption.

Contractors are required to comply with the Treasury Directive P 15-71, Treasury Security Manual in the handling, protection, and safeguarding of government information in their possession. The TD P 15-71 will be followed as it specifies Treasury-specific personnel, physical, industrial and information security policy, processes and requirements that apply to this contract.

### **3.2 General Security:**

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

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

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

the escort for their subcontractors or for any other contractor; escorts used should be Departmental Federal employees.

The Contractor is responsible for obtaining the approval of the CO prior to release of any information received or generated under the contract per 48 CFR 252.204-7000. The CO should complete this item as required by internal agency directives to direct the prime contractor to the appropriate office that has public release authority. Prime contractors should serve as focal point for their subcontractors' public release requests and refer them to the CO. SBU (also known as Controlled Unclassified Information (CUI)) must be protected in accordance with EO 13556, 32 CFR 2002 (full implementation expected to be reached in November 2018), and Treasury Security Manual (TD P 15-71). For Official Use Only must be protected in accordance with the providing Agency's directives. Data contained within all Department computer systems are governed by Agency Security Regulations as well as the Federal Privacy Act of 1974. Contractor personnel assigned to this project will be held accountable for adherence to these regulations. If the security classification or security requirements are changed by the Government subsequent to the date of this Contract, and if the changes cause an increase or decrease in security costs or otherwise affects any other term or condition of this Contract, any resulting financial burden will be the sole responsibility of the Contractor.

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

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

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

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

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

rule/regulation regarding private information or other types of non-public information.

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

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

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

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

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

### **3.3 Removal from Contract Work**

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

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

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

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

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

- Failure to receive a suitability determination, temporary clearance, or clearance from Agency.
- Violation of Federal, State, or Local law. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3. This includes the carrying or possession of explosives or items intended to be used to fabricate an explosive or incendiary device.
- Neglect of duty, including sleeping while on duty, unreasonable delays, or failure to carry out assigned tasks,

conducting personal affairs during official time or refusing to render assistance, or to cooperate in upholding the integrity of the security program at the work site.

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

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

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

#### **4.0 ADDITIONAL INFORMATION**

##### **4.1 Contractor Use of Premises**

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

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

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

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

material, rubbish, construction debris and construction materials.

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

#### **4.2 Access and Property Control at Property Location**

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

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

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

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

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

#### **4.3 Material Delivery Process**

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

#### **4.4 Safety and Health**

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

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

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

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

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

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

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

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

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

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

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

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

#### **4.5 Submittals**

Prior to beginning any work (after contract award and prior to Notice to Proceed), the contractor shall prepare and submit to the Contracting Officer for review, a site-specific work/safety plan describing the protective measures they will use. Additionally, prior to a subcontractor beginning any work, the contractor shall (1) obtain a statement from each subcontractor verifying the sufficiency of the contractor's site-specific work/safety plan or (2) obtain a subcontractor site specific work/safety plan from each subcontractor describing the protective measures they will use. Upon the contractor's review and approval of each (1) subcontractor statement verifying

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

#### **4.6 For Task Order Scopes of Work that contain Asbestos the following applies:**

Under the EPA Asbestos School Hazard Abatement Reauthorization Act (ASHARA), accredited inspectors, workers, supervisors and project designers are required when conducting asbestos activities in public and commercial buildings (40 CFR Part 763). The Government requires that asbestos project design submittal(s) must be performed and/or reviewed by an accredited project designer in accordance with the EPA Model Accreditation Program. The designer must have completed an EPA/State-approved asbestos project designer course and be current. Licensure is required for persons performing design project activities in excess of 3 square feet or 3 linear feet. Specifications must be signed by the designer, which includes their certification number issued by the State.

#### **4.7 Equitable Adjustments:**

**FAR 52.243-5**, Changes and Changed Conditions & **FAR 52.243-4**, Changes clauses are supplemented as follows:

At the written request of the Contracting Officer, the Contractor shall submit a proposal, in accordance with the requirements set forth herein, for an equitable adjustment to the contract for changes or other conditions that may entitle a Contractor to an equitable adjustment. If the Contractor deems an oral or written order to be a change to the contract, it shall promptly submit to the Contracting Officer a proposal for equitable adjustment attributable to such deemed change. The proposal shall also conform to the requirements set forth below.

- (1) The proposal shall be submitted within the time specified in the request, or such other time as may reasonably be required by the Contracting Officer. In the case of a proposal submitted based on the "Differing Site Conditions" clause, the notice requirement of that clause shall be met.
- (2) Proposals for equitable adjustments shall include a detailed breakdown of the following elements, as applicable:
  - (1) Direct Costs.
  - (2) Markups.
  - (3) Change to the time for completion specified in the contract.
- (3) *Direct Costs*. The Contractor shall separately identify each item of deleted and added work associated with the change or other condition giving rise to entitlement to an equitable adjustment, including increases or decreases to unchanged work impacted by the change. For each item of work so identified, the Contractor shall propose for itself and, if applicable, its first two tiers of subcontractors, the following direct costs:
  - (1) Material cost broken down by trade, supplier, material description, quantity of material units, and unit cost (including all manufacturing burden associated with material fabrication and cost of delivery to site, unless separately itemized);
  - (2) Labor costs broken down by trade, employer, occupation, quantity of labor hours, and burdened hourly labor rate, together with itemization of applied labor burdens (exclusive of employer's overhead, profit,

and any labor cost burdens carried in employer's overhead rate);

- (3) Cost of equipment required to perform the work, identified with material to be placed or operation to be performed.
  - (4) Cost of preparation and/or revision to shop drawings and other submittals with detail set forth in paragraphs (b)(1) and (b)(2) of this clause.
  - (5) Delivery costs, if not included in material unit costs.
  - (6) Time-related costs not separately identified as direct costs, and not included in the Contractor's or subcontractors' overhead rates, as specified in paragraph (g) of this clause; and
  - (7) Other direct costs.
- (4) Marked-up costs of subcontractors below the second tier may be treated as other direct costs of a second-tier subcontractor, unless the Contracting Officer requires a detailed breakdown under paragraph (i) of this clause.
- (5) Extensions of Time and Time-related Costs. The Contractor shall propose a daily rate for each firm's time-related costs during the affected period, and, for each firm, the increase or decrease in the number of workdays of performance attributable to the change or other condition giving rise to entitlement to an equitable adjustment, with supporting analysis. Entitlement to time and time-related costs shall be determined as follows:
- (1) Increases or decreases to a firm's time-related costs shall be allowed only if such increase or decrease necessarily and exclusively results from the change or other condition, giving rise to entitlement to an equitable adjustment.
  - (2) The Contractor shall not be entitled to an extension of time or recovery of its own time-related costs except to the extent that such change or other condition necessarily and exclusively causes its duration of performance to extend beyond the completion date specified in the contract.
  - (3) Costs may be characterized as time-related costs only if they are incurred solely to support performance of this contract and the increase or decrease in such costs is solely dependent upon the duration of a firm's performance of work.
  - (4) Costs may not be characterized as time-related costs if they are included in the calculation of a firm's overhead rate.
  - (5) Equitable adjustment of time and time-related costs shall not be allowed unless the analysis supporting the proposal complies with provisions specified elsewhere in this contract regarding the Contractor's project schedule.
- (6) Markups. For each firm whose direct costs are separately identified in the quote, the Contractor shall propose an overhead rate, profit rate, and where applicable, a bond rate and insurance rate. Markups shall be determined and applied as follows:
- (1) Overhead rates shall be negotiated,
  - (2) Profit rates shall be negotiated, but shall not exceed ten percent (10%)
  - (3) The Contractor and its subcontractor[s] shall not be allowed overhead or profit on the overhead or profit received by a subcontractor, except to the extent that the subcontractor's costs are properly included in other direct costs as specified in paragraph (b) of this clause.

- (4) Overhead rates shall be applied to the direct costs of work performed by a firm and shall not be allowed on the direct costs of work performed by a subcontractor to that firm at any tier except as set forth below in paragraphs (6) and (7) of this paragraph.
  - (5) Profit rates shall be applied to the sum of a firm's direct costs and the overhead allowed on the direct costs of work performed by that firm.
  - (6) Overhead and profit shall be allowed on the direct costs of work performed by a subcontractor within two tiers of a firm at rates equal to only fifty percent of the overhead and profit rates negotiated pursuant to paragraphs (1) and (2) of this paragraph for that firm, but not in excess of ten percent (10%) when combined.
  - (7) Overhead and profit shall not be allowed on the direct costs of a subcontractor more than two tiers below the firm claiming overhead and profit for subcontractor direct costs.
  - (8) If changes to a Contractor's or subcontractor's bond or insurance premiums are computed as a percentage of the gross change in contract value, markups for bond and insurance shall be applied after all overhead and profit is applied. Bond and insurance rates shall not be applied if the associated costs are included in the calculation of a firm's overhead rate.
  - (9) No markup shall be applied to a firm's costs other than those specified herein.
- (7) *Proposal Preparation Costs.* If performed by the firm claiming them, proposal preparations costs shall be included in the labor hours proposed as direct costs. If performed by an outside consultant or law firm, proposal preparation costs shall be treated as other direct costs to the firm incurring them. Requests for proposal preparation costs shall include the following:
- (1) A copy of the contract or other documentation identifying the consultant or firm, the scope of the services performed, the manner in which the consultant or firm was to be compensated, and if compensation was paid on an hourly basis, the fully burdened and marked- up hourly rates for the services provided.
  - (2) If compensation was paid on an hourly basis, documentation of the quantity of hours worked, including descriptions of the activities for which the hours were billed, and applicable rates.
  - (3) Written proof of payment of the costs requested. The sufficiency of the proof shall be determined by the Contracting Officer.
- (8) Proposal preparation costs shall be allowed only if—
- (1) The nature and complexity of the change or other condition giving rise to entitlement to an equitable adjustment warrant estimating, scheduling, or other effort not reasonably foreseeable at the time of contract award.
  - (2) Proposed costs are not included in a firm's time-related costs or overhead rate; and
  - (3) Proposed costs were incurred prior to a Contracting Officer's unilateral determination of an equitable adjustment under the conditions set forth in paragraph (o) or were incurred prior to the time the request for equitable adjustment otherwise became a matter in dispute.
- (9) Proposed direct costs, markups, and proposal preparation costs shall be allowable in the determination of an equitable adjustment only if they are reasonable and otherwise consistent with the contract cost principles and procedures set forth in Part 31 of the Federal Acquisition Regulation (48 CFR part 31) in effect on the date of this contract. Characterization of costs as direct costs, time-related costs, or overhead

costs must be consistent with the requesting firm's accounting practices on other work under this contract and other contracts.

- (10) If the Contracting Officer determines that it is in the Government's interest that the Contractor proceed with a change before negotiation of an equitable adjustment is completed, the Contracting Officer may order the Contractor to proceed on the basis of a unilateral modification to the contract increasing or decreasing the contract price by an amount to be determined later. Such increase or decrease shall not exceed the increase or decrease proposed by the Contractor.
- (11) If the parties cannot agree to an equitable adjustment, the Contracting Officer may determine the equitable adjustment unilaterally.
- (12) The Contractor shall not be entitled to any proposal preparation costs incurred subsequent to the date of a unilateral determination or denial of the request if the Contracting Officer issues a unilateral determination or denial under any of the following circumstances:
  - (1) The Contractor fails to submit a proposal within the time required by this contract, or such time as may reasonably be required by the Contracting Officer.
  - (2) The Contractor fails to submit additional information requested by the Contracting Officer within the time reasonably required.
  - (3) Agreement to an equitable adjustment cannot be reached within 60 days of submission of the Contractor's proposal or receipt of additional requested information, despite the Contracting Officer's diligent efforts to negotiate the equitable adjustment.

Additional supplementary terms and conditions may be determined with, and included in, each Task Order.

#### **4.8 Organizational Conflicts of Interest (OCI)**

The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances, which could give rise to an organizational conflict of interest as defined in FAR Subpart 9.5, Organizational and Consultants Conflicts of Interest, or that the Contractor has disclosed all such relevant information in writing to the CO.

The Contractor is responsible for notifying the CO of any actual or potential organizational conflict of interest that arises after contract award. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor shall make a full disclosure in writing to the CO no later than three business days after discovery, to include conflicts or potential conflicts that may surface at the subcontract level. This disclosure must include a description of actions which the Contractor has taken or proposes to take, after consultation with the CO, to avoid mitigate or neutralize the actual or potential conflict.

The CO may impose appropriate constraints to avoid or mitigate any actual or potential organizational conflict of interest. The CO may terminate the contract for convenience, in whole or in part, if he/she deems such terminations necessary to avoid an organizational conflict of interest. If the Contractor was aware, or should have been aware, of a potential organizational conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the CO, the Government may terminate the contract for default, recommend suspension or debarment of the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or the contract.

The Contractor further agrees that it shall include this clause in all subcontracts and in lower tier subcontracts unless a waiver is requested from, and granted by, the CO.

#### **4.9 Quality Control**

Contractor shall prepare a Quality Control Plan (QCP) for the work to be conducted under each individual Task Order. The purpose of the QCP is to outline a strategy and identify mechanisms for ensuring that all construction actions meet quality standards for completeness, accuracy, and timeliness.

The QCP shall be provided within five (5) days of award. Any proposed changes to the QCP after it has been accepted by the Government shall require written concurrence from the CO.

#### **4.10 Section 508 Compliance**

All electronic and information technology (EIT) changes recommended as a result of any performance through this contract must adhere to the applicable accessibility standards at 36 CFR 1994, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.section508.gov>.

The Contractor must validate that all deliverables and services provided will be 100% compliant with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendment, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194.

#### **4.11 Data Rights**

The Government has unlimited rights to all documents/material produced under all Task Orders resulting from the BPA. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the CO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

#### **4.12 Pre-Construction Conference**

A pre-construction conference for individual Task Orders may be held at a place, time, and method to be determined at the Task Order level. Task Order Notices to Proceed (NTP) will be issued at the pre-construction conference where necessary. The Contractor, or its designee with authorization to sign for the company, is required to attend if scheduled. Major subcontractors may attend but may not participate therein other than through the prime Contractor. The purpose of this conference is to review the contract procedures and to discuss questions in regard to the contract documents. The Contracting Officer or his/her representative will provide clarifications.

#### **4.13 Post-Award Conference/Periodic Progress Meetings**

The Contractor agrees to attend any post award conference convened by the CO in accordance with Federal Acquisition Regulation Subpart 42.5. The CO, COR, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance – if needed. At these meetings the CO will apprise the contractor of how the Government views the Contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

At minimum, the Contractor shall meet with OTA POC/COR not later than 15 days after IDIQ award at a Kick-Off Meeting to exchange information and begin providing services under any resultant Task Order. All stakeholders will review all resulting PWS and establish preliminary priorities for work. This meeting will be held in-person at

OTA's office, unless notified by the COR.

#### **4.14 Standard of Conduct at a Government Installation or Government Furnished Facility and Removal of Project Personnel**

During all times on Government premises, the Contractor's personnel must comply with the rules and regulations governing conduct of personnel and operation of the facility. The Contractor is responsible for ensuring that the contractor's personnel does not disturb papers on desk(s), open desk drawers or cabinets, or use Government telephones, except as authorized.

The Government reserves the right to unilaterally direct the removal from work under the contract any Project Personnel found to be unacceptable. The Contractor shall remove unacceptable Project Personnel within thirty (30) calendar days after receiving a written notice from the CO. In rare instances, the Government reserves the right to direct immediate removal of individual Project Personnel. These rare instances include personnel security matters and criminal activity.

#### **5.0 ORDER ADMINISTRATION DATA:**

##### **Electronic Invoicing and Payment Requirements**

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

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

The Contractor should include the payment address in the proposal, if it is different from that shown for the Contractor.

##### **Payments**

(See) FAR clause 52.232-5, Payments under Fixed-Price Construction Contracts:

Electronic invoicing and the submission of other documents required for payment is acceptable by submitting to the designated billing office specified in this Contract or Task Order.

The Government will not be obligated to issue final payment unless the Contractor has furnished a release of claims against the Government relating to this Contract and submitted all required product warranties and other items as specified in the Contract. The Contractor may reserve from the release specific claims only if such claims are explicitly identified with stated claim amounts. All release forms must bear the original signature of the signer and must be affixed with the Contractor's corporate seal or the seal of a Notary Public.

##### **Payment Information**

Electronic Funds Transfer: Pursuant to FAR 32.1101, payment shall be made through transfer of electronic funds as provided in FAR 52.232-33, "Payment by Electronic Funds Transfer –System for Award Management." The Contractor shall complete the ACH Vendor Enrollment Form for Electronic Funds Transfer (EFT).

##### **Invoices**

Invoices should be retained by the purchasing contractor/subcontractor as required by law. Invoices shall be furnished to the Ordering Official upon request for supplies purchased, used and consumed in fulfilling the project.

Invoicing and Payment Instructions:

- a) Invoices shall be submitted electronically to [www.ipp.gov](http://www.ipp.gov).
- b) An electronic copy shall also simultaneously be submitted to the COR of the Task Order and the Contracting Officer.
- c) Submission of proper invoices shall be rendered on a percentage complete basis in an amount equal to the value of the work performed.
- d) Each invoice submitted shall be supported by appropriate documentation. Documentation necessary to substantiate an invoice shall include, but is not limited to project name and number, invoice number, percent complete, original contract amount, modification amounts, retainage amount and percent cumulative), cost of materials used this invoice, value of work in place, contractor name, and contract number. Such documentation shall meet the approval of the Contracting Officer. Electronic Invoicing and Payment Requirements for The Internet Payment Platform (IPP): Internet Payment Platform (IPP) is a secure web-based electronic invoicing and payment information service available to all Federal agencies and their suppliers. The preferred method for invoicing through September 30, 2012, is through IPP. Effective October 1, 2012, invoicing through IPP will be mandatory for all new contract awards. Additional information regarding IPP may be found at the IPP website address <https://www.ipp.gov>.

Contractor assistance with enrollment can be obtained by contacting the Bureau of the Public Debt's IPP Team at 304-480-8000, Option 7 or the IPP Help desk via e-mail at [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or via phone at (866) 973-3131.

**Deliveries:**

Delivery dates are shown below for each CLIN:

<u>CLIN</u>		<u>Delivery Date</u>
0001	Base Year	Detailed at Order Level
0002	Option Year One	Detailed at Order Level
0003	Option Year Two	Detailed at Order Level
0004	Option Year Three	Detailed at Order Level
0005	Option Year Four	Detailed at Order Level

**Bonding and Insurance:**

1. Payment and Performance Bonds

Payment and performance bonds must be furnished with each Task Order when applicable. Performance and payment bonds will be required upon award of Task Orders, prior to issuance of the NTP for construction, if applicable, as prescribed by FAR 28.102-2(b) and FAR 52.228-15, Performance and Payment Bonds – Construction, the following bonds will be required:

A Performance Bond with a penal amount of 100% of the original Task Order price. If the Task Order price increases, an additional amount equal to 100% of the increase may be required.

A Payment Bond with an amount equal to 100% of the original Task Order price. If the Task Order price increases, an additional amount equal to 100% of the increase may be required. The amount of the Payment Bond must be no less than the amount of the Performance Bond.

## 2. Work Conditions/Site Requirements

**FAR 52.236-27, Site Visit - Construction**, FAR 52.236-3, Site Investigations and Conditions Affecting the Work, are incorporated by reference in this Contract and any Task Orders resulting from this contract.

The Contractor shall be presumed to have established its rates/prices and Task Order proposal with knowledge of general and local conditions that may affect the cost of Contract performance at the site where the Work is to be performed, to the extent that such information is reasonably obtainable.

Contractors are urged and expected to inspect the site where the work will be performed, and Tasks Orders will provide instructions on how and when visits can be conducted.

No oral statement made by a Government representative during any site visit or preproposal conference, nor any written record of such oral statements as may be made and subsequently furnished to the Contractor, will be deemed to have the effect of adding to, modifying, or otherwise varying from the written provisions of the request for proposals (including, but not limited to specifications, drawings and written amendments to the solicitation). In the event the discussion or questions raised during the site visit or preproposal conference indicate a need to modify the request for proposals, an amendment to the solicitation will be issued in writing.

## 3. Insurance Requirements

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

Workers' compensation insurance in the amount required by the jurisdiction in which the Contract is performed. The Contractor shall obtain Employers' liability coverage of at least \$100,000. If occupational diseases are not covered by workers' compensation insurance, Employers' liability coverage shall include occupational diseases.

Broad form comprehensive commercial general liability insurance in the amount of at least \$500,000 per occurrence. Such insurance shall include, but not be limited to, contractual liability, bodily injury and property damage.

Comprehensive automobile liability covering the operation of all automobiles used in connection with performing the Contract in the amount of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

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

Each individual Task Order will specify any known, unique site requirements.

**SECTION IV – IDIQ ADMINISTRATION DATA**

All BPA administration matters will be handled by the following individuals:

GOVERNMENT:

**CONTRACTING OFFICER:**

Christian Fowler  
Treasury Common Services Center – Acquisition Services (TCSC)  
5000 Ellin Road  
Lanham, MD 20706  
Email:

**CONTRACT SPECIALIST**

TBD

**CONTRACTING OFFICER REPRESENTATIVE:**

**TO BE INSERTED AT AWARD**

Department of the Treasury Phone:  
Email:

Additional points of contact may be specified after IDIQ establishment. The contractor may be asked to provide required IDIQ deliverables to these points of contact as well. Upon award of the IDIQ, all inquiries and correspondence relative to the administration of the IDIQ shall be addressed to the CO and pending CS above.

a. CONTRACTOR:

**TO BE DETERMINED**

**CONTRACTOR CONTRACTS MANAGER:**

**TO BE DETERMINED**

Phone:  
Email:

**CONTRACTOR PROGRAM MANAGER:**

**TO BE DETERMINED**

Phone:  
Email:

The Contractor shall provide a Program Manager (PM) for the BPA who shall have the authority to make any no-cost technical, hiring, and dismissal decisions, or special arrangement regarding this BPA and any resulting Task Orders. The PM shall be responsible for the overall management and coordination of this BPA and shall act as the central point of contact with the Government. The PM must have full authority to act for the Contractor in the performance of the required services for each resulting order. The PM, or a designated alternate representative, shall meet with the COR to discuss problem areas as they occur within workdays and hours.

## **SCENARIO PROJECT SCOPE OF WORK (TASK ORDER #1)**

### Basement Locker and Shower Rooms Renovation

**This is a scenario-based project of a sample firm fixed price construction task order under the anticipated construction delivery vehicle.**

#### **BACKGROUND**

The Main Treasury Building is a National Historic Landmark that is fully occupied. Appropriate protection and scheduling to minimize impact to the occupants will be required. Therefore, there will be limit use of the premises to the construction work areas. Do not disturb portions of the site or building beyond the area of the work. Elevator usage by the contractor shall be confined to the freight elevator as designated by the COR. The building site has controlled access, and all workers and staff are required to submit access request forms and abide by the security requirements established by the U.S. Secret Service. All workers and staff will be escorted while on site. All material and equipment deliveries must be scheduled in advance and are subject to the requirements established by the U.S. Secret Service.

At the Main Treasury basement Men’s and Women’s Locker and Shower Rooms Upgrade that ceramic tile needs to be repaired or replaced

#### **SCOPE**

The contractor shall provide all labor, tools, equipment, management, supplies and any other items deemed necessary to complete the following:

- Protect surrounding finishes, fixtures and adjacent work areas. Establish dust and debris control measures.
- Conduct final inspection with Treasury.
- Remove excess materials, debris and equipment upon job completion.
- Leave site clean and ready for use.
- Work to be performed after hours (after 6pm or before 6am), weekends (Saturdays or Sundays 7am to 4pm). The after-hours work area must be cleaned up for access during working hours (weekdays 7am to 6pm).
- The new Men’s Shower Room entire floor will need to be done 2 showers are at time. Once the 2 showers are done then the remaining 2 shower will need to be done. That will allow two showers to be operational during the day while the other 2 are being worked on.
- Site visit is required for the contractor to field verifications for dimensions and missing tile count. Reference “MT Basement Locker & Shower Rooms Sketch dated 12.19.25” for general layout.
- Toilet area is excluded.

**1) Main Treasury Basement – Women’s Shower Room Patch and Repair:**

- a. Replace broken or missing floor and base tile (approximate 12 SF).
- b. Re-grouting all four shower bases (approximate 64 sf).

**2) Main Treasury Basement – Men’s Locker Room Patch and Repair:**

- a. Replace broken or missing floor tile (approximate 24 SF).
- b. Replace broken or missing base tile (approximate 12 LF)

**3) Main Treasury Basement – Men’s Shower Room New Entire Floor:**

- a. Full demo and replacement of all ceramic floor tile (no wall tile).

- b. Patch and repair of the dry mortar bed under the tile.
- c. Furnish and install self-leveling Ardex type material underlayment to drain properly.
- d. Furnish and install four new curbs.
- e. Furnish and install new floor tile to matching existing tile (Approximately 400 SF)
- f. Furnish and install epoxy grout.

**APPLICABLE DOCUMENTS:**

MT Basement Locker & Shower Rooms Sketch date 12.19.25

**SPECIFIC TASKS:**

Not applicable.

**DELIVERABLES AND DELIVERY SCHEDULE**

- a) Contractor to provide a two week look ahead every Monday from Award of Project-to-Project completion to include the following: 1) Accomplishments since last report, 2) Two –Week Look Ahead, 3) Scheduled Deliveries for the next two weeks, 4) Tentative project completion date and any issues pending.
- b) Contractor to provide a submittal log to COR weekly starting two weeks after Award of Contract until all submittals are approved if required.
- c) Contractor to notify the COR via email any Request for Information five working days before an answer is required.
- d) **Post-Award Monthly Workforce Report (Recurring Deliverable).** Contractors shall submit the workforce report using the template at Attachment 2 with each invoice submitted to IPP.gov.

**GOVERNMENT-FURNISHED EQUIPMENT AND GOVERNMENT-FURNISHED INFORMATION**

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

- 1. Restrooms
- 2. Utility lines

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

**PLACE OF PERFORMANCE**

The place of performance for this action is as follows:

Main Treasury	Treasury Annex - Freedman Bank Building
1500 Pennsylvania Avenue	701 Madison Place, NW
NW Washington, DC 20220	Washington, DC 20220

**PERIOD OF PERFORMANCE**

The period of performance for this requirement is 365 days from Date of Award.

**WORK HOURS**

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

## **HOURS OF OPERATION:**

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

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

## **SECURITY**

### **All workers must be a U.S. Citizen or Nationalized Citizens.**

#### **1.1 Access and Property Control at Property Location:**

- (a) Property control: All property being removed from the Treasury Department is subject to inspection by security personnel. Property cannot be removed from the premises without a completed Treasury Property Pass.
- (b) Existing Building Alarm Systems: The Contractor shall notify the COR prior to disturbing any alarm wiring, device, system, etc. The Contractor shall coordinate planned disturbances at least two working days in advance of the scheduled work. Any alarm wiring, devices, or system that is broken or disturbed for any reason must be reported to the COR. If any system or component is damaged by Contractor employees, the Treasury Department, Administrative Operations Division Security, Safety and Parking Officer will determine the procedures for repairing the work. The cost to repair the system and any related overtime costs for Treasury Department personnel shall be borne by the Contractor.
- (c) Parking: There will be no parking available at the Annex Building. Treasury will only clear vehicles for delivery and pickups.
- (d) Deliveries: All deliveries shall be scheduled no less than 25 hours in advance. An Access form must be filled out and emailed to [FacilitiesServiceDesk@treasury.gov](mailto:FacilitiesServiceDesk@treasury.gov) unless otherwise noted on the form.
- (e) Ingress/Egress during off-hours is restricted; once in...you are locked in, once out...you are locked out.
- (f) For non-routine circumstances, with 24 hours advance notice, request special ingress/egress arrangements as needed from COR.

#### **1.2 Material Delivery Process:**

- (a) Access Form to be submitted to Treasury COR with 24 hours advance notice. The electronic Access form is to be e-mailed to [FacilitiesServiceDesk@treasury.gov](mailto:FacilitiesServiceDesk@treasury.gov) and COR.
- (b) All deliveries must go to Federal Protection Service Mobile Scanning Facilities at:  
100 V Street, SW  
Washington, D.C. 20024

#### **1.3 Hours of Operation:**

Monday-Friday (7AM-2:30PM) by appointment only through COR.

Before coming to Treasury. The truck will then be escorted by USSS to the Treasury Complex, where it may

be canine swept and/or EOD inspected.

- (a) Materials may or may not require further inspection at the building entrance. It is a judgment call of the UD Officer at the Post.
- (b) All deliveries shall be made to the Treasury are to be during normal working hours, unless special arrangements have been approved by the COR.
- (c) Deliveries shall be unloaded in a timely responsive manner, so as not to cause congestion in the Moat or alley.

**PACKAGING AND MARKING:**

NA

**INSPECTION AND ACCEPTANCE:**

Services will be inspected and accepted at the destination of the requirement by the Contracting Officer Representative office in accordance with FAR 52.246-4, Inspection of Services-Fixed-Price.

**SECTION V – CLAUSES**

***ADDENDUM to FAR 52.213-4 – Terms and Conditions—Simplified Acquisitions (Other Than Commercial Products and Commercial Services) (Oct 2025)***

**FAR CLAUSES:**

**C.1 FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.acquisition.gov/far/>

Clause No.	TITLE	DATE
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Deviation Pending)	JUN 2020
52.204-13	System for Award Management—Maintenance (Deviation Pending)	OCT 2018
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016

	(Deviation Pending)	
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities	DEC 2023
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.204-27	Prohibition on a ByteDance Covered Application	JUN 2023
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation (Deviation Pending)	NOV 2015
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Deviation Pending)	JAN 2025
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Deviation Pending)	NOV 2015
52.211-13	Time Extensions	SEPT 2000
52.219-6	Notice of Total Small Business Set-Aside (Deviation Pending)	NOV 2020
52.219-8	Utilization of Small Business Concerns (Deviation Pending)	JAN 2025
52.219-14	Limitations on Subcontracting (Deviation Pending)	OCT 2022
52.222-3	Convict Labor (Deviation Pending)	JUN 2003
52.222-6	Construction Wage Rate Requirements (Deviation Pending)	AUG 2018
52.222-7	Withholding of Funds (Deviation Pending)	MAY 2014
52.222-8	Payrolls and Basic Records (Deviation Pending)	JUL 2021
52.222-9	Apprentices and Trainees (Deviation Pending)	JULY 2005
52.222-10	Compliance with Copeland Act Requirements (Deviation Pending)	FEB 1988
52.222-11	Subcontracts (Labor Standards) (Deviation Pending)	MAY 2014
52.222-12	Contract Termination-Debarment	MAY 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	MAY 2014
52.222-14	Disputes Concerning Labor Standards (Deviation Pending)	FEB 1988
52.222-15	Certification of Eligibility	MAY 2014
52.222-34	Project Labor Agreement ALT II (Deviation Pending)	JAN 2024
52.222-35	Equal Opportunity for Veterans (Deviation Pending)	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities (Deviation Pending)	JUN 2020
52.222-37	Employment Reports on Veterans (Deviation Pending)	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Deviation Pending)	DEC 2010
52.222-50	Combating Trafficking in Persons (Deviation Pending)	OCT 2025
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts (Deviation Pending)	MAY 2024
52.223-3	Hazardous Material Identification and Material Safety Data (Deviation Pending)	FEB 2021
52.223-23	Sustainable Products and Services (Deviation Pending)	MAY 2024
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.232-5	Payments under Fixed-Price Construction Contracts	May 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017

52.232-33	Payment by Electronic Funds Transfer-System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.222-50	Combating Trafficking in Persons (Deviation Pending)	OCT 2025
52.222-54	Employment Eligibility Verification (Deviation Pending)	JAN 2025
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts (Deviation Pending)	MAY 2024
52.223-3	Hazardous Material Identification and Safety Data (Deviation Pending)	FEB 2021
52.223-5	Pollution Prevention and Right-to-Know Information (Deviation Pending)	MAY 2024
52.223-11	Ozone-Depleting Substances (Deviation Pending)	MAY 2024
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Deviation Pending)	MAY 2024
52.223-20	Aerosols (May 2024)	
52.223-21	Foams (May 2024)	
52.223-23	Sustainable Products (Deviation Pending)	MAY 2024
52.225-13	Restrictions on Certain Foreign Purchases (FEB 2021)	
52.227-1	Authorization and Consent	JUN 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	JUN 2020
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance-Work on a Government Installation	JAN 1997
52.228-11	Individual Surety—Pledge of Assets	FEB 2021
52.228-12	Prospective Subcontractor Requests for Bonds	DEC 2022
52.228-14	Irrevocable Letter of Credit	NOV 2014
52.228-15	Performance and Payment Bonds-Construction	JUN 2020
52.229-3	Federal, State, and Local Taxes	FEB 2013
52.232-5	Payments under Fixed-Price Construction Contracts	MAY 2014
52.232-17	Interest	MAY 2014
52.232-18	Availability of Funds	APR 1984
52.232-23	Assignment of Claims	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-34	Payment by Electronic Funds Transfer-Other than System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.233-1	Disputes (ALT I) (Deviation Pending)	MAY 2014
52.233-3	Protest after Award	OCT 2025
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2025
52.236-2	Differing Site Conditions (Deviation Pending)	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work (Deviation Pending)	APR 1984
52.236-5	Material and Workmanship (Deviation Pending)	APR 1984
52.236-6	Superintendence by the Contractor (Deviation Pending)	APR 1984
52.236-7	Permits and Responsibilities (Deviation Pending)	NOV 1991
52.236-8	Other Contracts (Deviation Pending)	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and	APR 1984

	Improvements ( <b>Deviation Pending</b> )	
52.236-1	Performance of Work by the Contractor	APR 1984
52.236-10	Operations and Storage Areas ( <b>Deviation Pending</b> )	APR 1984
52.236-11	Use and Possession Prior to Completion ( <b>Deviation Pending</b> )	APR 1984
52.236-12	Cleaning Up ( <b>Deviation Pending</b> )	APR 1984
52.236-13	Accident Prevention ( <b>Deviation Pending</b> )	NOV 1991
52.236-14	Availability and Use of Utility Services ( <b>Deviation Pending</b> )	APR 1984
52.236-15	Schedules for Construction Contracts ( <b>Deviation Pending</b> )	APR 1984
52.236-17	Layout of Work ( <b>Deviation Pending</b> )	APR 1984
52.236-21	Specifications and Drawings for Construction (ALT I?) ( <b>Deviation Pending</b> )	FEB 1997
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.243-1	Changes-Fixed-Price	AUG 1987
52.243-4	Changes ( <b>Deviation Pending</b> )	JUN 2007
52.243-5	Changes and Changed Conditions	APR 1984
52.244-5	Competition in Subcontracting	AUG 2024
52.245-1	Government Property	SEP 2021
52.245-9	Use and Charges	APR 2012
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.248-3	Value Engineering-Construction	OCT 2025
52.249-2	Termination for Convenience of the Government (Fixed-Price) (ALT I)	APR 2012
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms ( <b>Deviation Pending</b> )	JAN 1991

**C.2 52.211-12 -- LIQUIDATED DAMAGES-CONSTRUCTION (SEPT 2000)**

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **SPECIFIED IN THE ORDER** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor’s right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

**C.3 52.216-18 -- Ordering (Aug 2020)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **TBD** through **TBD**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits

the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

#### **C.4 52.217-8 -- Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 45 Days of contract expiration.

(End of Clause)

#### **C.5 52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within the period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty-six (60) months.

(End of Clause)

#### **C.6 52.219-28 -- POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JAN 2025)**

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

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

*Small business concern*—

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

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the

others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

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

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

(3) For long-term contracts-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

### **C.7 FAR 52.225-9 -- BUY AMERICAN-CONSTRUCTION MATERIALS (DEVIATION DATE PENDING)**

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

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

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

- (i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

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

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material

regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

*Cost of components means—*

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

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

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

*Domestic construction material means—*

- (1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-
  - (i) An unmanufactured construction material mined or produced in the United States; or
  - (ii) A construction material manufactured in the United States, if-
    - (A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or
    - (B) The construction material is a COTS item; or
- (2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

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

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

*Foreign iron and steel* means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of

steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

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

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

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

(b) Domestic preference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

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

[\* 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 1* (Oct 2022). As prescribed in 25.602(a)(3) substitute the following sentence for the first sentence in 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. ]

**C.8 FAR 52.225-11 -- BUY AMERICAN-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2023)**

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

*Caribbean Basin country construction material* means a construction material that—

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

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

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

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

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

*Cost of components* means—

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

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

*Critical item* means a domestic construction material or domestic end product that is deemed critical to U.S.

supply chain resiliency. The list of critical items is at FAR 25.105.

*Designated country* means any of the following countries:

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

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

*Domestic construction material* means—

- (1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-
  - (i) An unmanufactured construction material mined or produced in the United States; or
  - (ii) A construction material manufactured in the United States, if—
    - (A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or
    - (B) The construction material is a COTS item; or
- (2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the

construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

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

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

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

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

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

*Least developed country construction material* means a construction material that-

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

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

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

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

*WTO GPA country construction material* means a construction material that-

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

(b) Construction materials.

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

apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

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

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

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

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

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

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

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

(2) [Reserved]

(3) [Reserved]

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

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

(2) [Reserved]

(3) [Reserved]

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

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

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

(1)

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

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

(B) Unit of measure;

- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars)*
-----------------------------------	-----------------	----------	------------------

Item 1:

Foreign construction material.			
--------------------------------	--	--	--

Domestic construction material.			
---------------------------------	--	--	--

Item 2:

Foreign construction material.



Domestic construction material.



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

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

[Include other applicable supporting information. ]

(End of clause)

**DTAR and DTAP CLAUSES:**

**C.9 (DTAR) 1052.201-70 -- Contracting Officer's Representative (COR) Designation and Authority (AUG 2011)**

(a) The contracting officer's representative is.

**TBD**

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

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

- (1) constitutes a change of assignment or additional work outside the specification(s)
- (2) constitutes a change as defined in the clause entitled "Changes";
- (3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;
- (4) changes any of the terms, conditions, or specification(s)/work statement of the contract;
- (5) interferes with the contractor's right to perform under the terms and conditions of the contract; or,
- (6) directs, supervises or otherwise controls the actions of the contractor's employees.

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

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

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

(End of clause)

**C.10 (DTAR) 1052.204-70 -- Insider Threat Awareness Training (JULY 2016)**

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

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

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

(1) Failure of a contractor employee to successfully complete the training in paragraph (c) of this clause will result in their access to classified information being revoked until such time the training is successfully completed. The Government reserves the right to take additional action deemed necessary to protect its interests.

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

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

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

(End of clause)

**C.11 (DTAR) 1052.210-70 -- Contractor Publicity (APR 2015)**

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

(End of clause)

**C.12 (DTAR) 1052.222-70 -- Minority and Women Inclusion (JAN 2016)**

(a) Contractor confirms its commitment to equal opportunity in employment and contracting. To implement this commitment, the Contractor shall ensure, to the maximum extent possible consistent with applicable law, the fair inclusion of minorities and women in its workforce. The Contractor shall insert the substance of this clause in all subcontracts awarded under this contract whose dollar value exceeds \$150,000. Within ten business days of a written request from the Contracting Officer, or such longer time as the Contracting Officer determines, and without any additional consideration required from the Agency, the Contractor shall provide documentation, satisfactory to the Agency, of the actions it (and as applicable, its subcontractors) has undertaken to demonstrate its good faith effort to comply with the aforementioned provisions. For purposes of this contract, "good faith effort" may include actions by the Contractor intended to identify and, if present, remove barriers to minority and women employment or expansion of employment opportunities for minorities and women within

its workforce. Efforts to remove such barriers may include, but are not limited to, recruiting minorities and women, providing job-related training, or other activity that could lead to those results.

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

- (1) The total number of Contractor's employees, and the number of minority and women employees, by race, ethnicity, and gender (e.g., an EEO-1);
- (2) A list of subcontract awards under the contract that includes: Dollar amount, date of award, and subcontractor's race, ethnicity, and/or gender ownership status;
- (3) Information similar to that required in paragraph (b)(1) of this clause, with respect to each subcontractor; and/or
- (4) The Contractor's plan to ensure that minorities and women have appropriate opportunities to enter and advance within its workforce, including outreach efforts.

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

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

(End of clause)

**C.13 (DTAP) 1052.224-70 -- CONTRACT PUBLICATION (OCT 2018)**

- (a) The Department of the Treasury (Treasury) may, at its sole discretion, publish this contract or portions thereof, including orders issued under the contract when deemed in the best interest of the Government.
- (b) To afford the Contractor an opportunity to review and propose redactions for any information contained in the Treasury contract that may be subject to a FOIA exemption, the Contractor may submit, within ten business (10) days from the date of award of this contract or any order issued under the contract—
  - (1) A pdf file of the fully executed contract or order that is suitable for publication and which includes all Contractor proposed redactions (e.g., trade secrets or any commercial or financial information that the Contractor believes to be privileged or confidential business information) and.
  - (2) A written statement identifying the portions of each proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. 552, and, in the case of FOIA, Exemption 4, 5 U.S.C. 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential.
- (c) Treasury will consider the Contractor's proposed redactions and associated grounds for nondisclosure prior to making a determination as to what information may be properly withheld for purposes of publication this contract or portions thereof.
- (d) The Contractor may submit a request to the CO for additional time to complete the action prescribed by paragraph (b) of this clause. The lack of action by the Contractor will be deemed by the Government as

there being no information in the Treasury contact subject to a FOIA exemption.

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

(End of clause)

**C.14 (DTAR) 1052.228-70 -- Insurance Requirements (APR 2015)**

In accordance with FAR clause 52.228-5, entitled “Insurance - Work on a Government Installation” [or FAR clause 52.228-7 entitled, “*Insurance - Liability to Third Persons*”], insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

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

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

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

(End of clause)

**C.15 (DTAR) 1052.232-7003 -- Electronic Submission of Payment Requests (APR 2015)**

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

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

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

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

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

(End of clause)

**SECTION VI - SOLICITATION PROVISIONS**

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

**ADDENDUM to FAR 52.212-3 – OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (FEB 2024)**

**P.1 (FAR) 52.252-1 -- Solicitation Provisions Incorporated by Reference (Feb 1998)**

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

The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at address:

<https://www.acquisition.gov/content/regulations>

(End of Provision)

NUMBER	TITLE	DATE
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	SEPT 2024
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements- Representation	JAN 2017
52.204-5	Women-Owned Business (Other Than Small Business)	OCT 2014
52.204-6	Unique Entity Identifier	
52.204-7	System for Award Management	NOV 2024
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-17	Ownership or Control of Offeror	AUG 2020
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations- Representation.	NOV 2015
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.216-27	Single or Multiple Awards	OCT 1995
52.217-4	Evaluation of Options Exercised at Time of Contract Award	JUN 1988
52.217-5	Evaluation of Options	JUL 1990
52.219-1	Small Business Program Representations	FEB 2024
52.222-33	Notice of Requirement for Project Labor Agreement	JAN 2024
52.222-38	Compliance with Veterans’ Employment Reporting Requirements	FEB 2016
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	OCT 2025
52.223-1	Biobased Product Certification	MAY 2024
52.223-4	Recovered Material Certification	MAY 2008
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals- Representation	DEC 2016
52.225-10	Notice of Buy American Requirement-Construction Materials	MAY 2014
52.225-12	Notice of Buy American Requirement-Construction Materials Under Trade Agreements.	MAY 2014
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications.	JUN 2020
52.229-11	Tax on Certain Foreign Procurements—Notice and Representation	JUN 2020

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

(a) The offeror certifies that-

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

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

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

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

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

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

(2)

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

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

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

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

(End of provision)

#### **FAR 52.204-24 -- REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)**

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services.

The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover 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) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover 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) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ( <https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It  will,  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. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

**FAR 52.204-26 -- COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES REPRESENTATION (OCT 2020)**

**P.2 (FAR) 52.209-5 -- Certification Regarding Responsibility Matters (OCT 2025)**

(a)

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

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

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

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

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

(D) Have  have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

(2) *Examples.*

*(i)* The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

*(ii)* The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax

because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under [11 U.S.C. 362](#) (the Bankruptcy Code).

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

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

(End of provision)

### **P.3 (FAR) 52.209-7 -- Information Regarding Responsibility Matters (OCT 2025)**

(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 proceeding 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 FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

**P.4 (FAR) 52.209-11 -- Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction Under any Federal Law (FEB 2016)**

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

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

a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

(b) The Offeror represents that—

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

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

(End of Provision)

### 52.209-12 Certification Regarding Tax Matters (OCT 2025)

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

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

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

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

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

(End of provision)

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

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

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

\_\_\_ (1) The Offeror certifies that—

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

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

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

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

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

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

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

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

(4) The Offeror may submit any questions with regard to this report by email to [NDAA1290Cert@state.gov](mailto: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)

**52.215-6 -- PLACE OF PERFORMANCE (OCT 1997) (DEVIATION DATE PENDING)**

The Government contemplates award of a Multiple Award Indefinite Delivery Indefinite Quantity Firm Fixed Price Contract for Construction Orders resulting from this solicitation.

(End of provision)

**52.216-1 -- TYPE OF CONTRACT (APR 1984) (DEVIATION DATE PENDING)**

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

(End of Provision)

**52.217-3 -- EVALUATION EXCLUSIVE OF OPTIONS (APR 1984)**

(To be provided as applicable, in accordance with individual Task Order(s))

The Government will evaluate offers for award purposes by including only the price for the basic requirement, i.e., options will not be included in the evaluation for award purposes.

(End of Provision)

**52.217-5 -- EVALUATION OF OPTIONS (JUL 1990)**

(To be provided as applicable, in accordance with individual Task Order(s))

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

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

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

(b) *Requests for determinations of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting

data in the offer.

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

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

*(b) Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9.

**P.5 ADDENDUM to 52.212-3 -- Offeror Representations and Certifications -- Commercial Products and Commercial Services (OCT 2025)**

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

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

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed

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

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

**P.7 (FAR) 52.233-2 -- Service of Protest (SEP 2006)**

(a) Protests, as defined in section [33.101](#) 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), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Name: Christian Fowler  
Address: Internal Revenue Service  
AWSS/Procurement  
OS:A:P, Stop C7-430  
5000 Ellin Road  
Lanham, MD 20706

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

(End of provision)

**P.8 1052.209-70 Notice and Consent to Disclose and Use of Taxpayer Return Information (Nov 2017)**

(a) Definitions. As used in this provision -

**Authorized representative(s) of the offeror** means the person(s) identified to the Internal Revenue Service (IRS) within the consent to disclose by the offeror as authorized to represent the offeror in disclosure matters pertaining to the offer.

**Delinquent Federal tax liability** means any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**Tax check** means an IRS process that accesses and uses taxpayer return information to support the Government's determination of an offeror's eligibility to receive an award, including but not limited to implementation of the statutory prohibition of making an award to corporations that have an unpaid Federal tax liability (see FAR 9.104-5(b)).

(b) Notice. Pursuant to 26 U.S.C. 6103(a) taxpayer return information, with few exceptions, is confidential. Under the authority of 26 U.S.C. 6103(h)(1), officers and employees of the Department of the Treasury, including the IRS, may have access to taxpayer return information as necessary for purposes of tax administration. The

Department of the Treasury has determined that an IRS contractor's compliance with the tax laws is a tax administration matter and that the access to and use of taxpayer return information is needed for determining an offeror's eligibility to receive an award, including but not limited to implementation of the statutory prohibition of making an award to corporations that have an unpaid Federal tax liability (see FAR 9.104-5).

(1) The performance of a tax check is one means that will be used for determining an offeror's eligibility to receive an award in response to this solicitation (see FAR 9.104). As a result, the offeror may want to take steps to confirm it does not have a delinquent Federal tax liability prior to submission of its response to this solicitation. If the offeror recently settled a delinquent Federal tax liability, the offeror may want to take steps to obtain information in order to demonstrate the offeror's responsibility to the contracting officer (see FAR 9.104-5).

(c) The offeror shall execute the consent to disclosure provided in paragraph (d) of this provision and include it with the submission of its offer. The consent to disclosure shall be signed by an authorized person as required and defined in 26 U.S.C. 6103(c) and 26 CFR 301.6103(c)-1(e)(4).

(d) Consent to disclosure. I hereby consent to the disclosure of taxpayer return information (as defined in 26 U.S.C. 6103(b)(2)) as follows:

The Department of the Treasury, Internal Revenue Service, may disclose the results of the tax check conducted in connection with the offeror's response to this solicitation, including taxpayer return information as necessary to resolve any matters pertaining to the results of the tax check, to the authorized representatives of **[insert OFFEROR NAME]** on this offer.

I am aware that in the absence of this authorization, the taxpayer return information of **[insert OFFEROR NAME]** is confidential and may not be disclosed, which subsequently may remove the offer from eligibility to receive an award under this solicitation.

I consent to disclosure of taxpayer return information to the **following person(s)**:

I am aware that in the absence of this authorization, the taxpayer return information of **[insert OFFEROR NAME]** is confidential and may not be disclosed, which subsequently may remove the offer from eligibility to receive an award under this solicitation.

I consent to disclosure of taxpayer return information to the following person(s):  
**[insert PERSON(S) NAME AND CONTACT INFORMATION]**:

I certify that I have the authority to execute this consent on behalf of **[insert OFFEROR NAME]**.

**Offeror Name:**  
**Offeror Taxpayer Identification Number:**  
**Offeror Address:**  
**Name of Individual Executing Consent:**  
**Title of Individual Executing Consent:**  
**Signature:**  
**Date:**

(End of provision)

## **SECTION VII – INSTRUCTIONS TO OFFERORS, EVALUATION CRITERIA, BASIS FOR AWARD**

The Department of the Treasury requires various construction projects such as facility repair/alteration, and real property repair/alteration projects on an as needed basis in an expeditious manner, as directed and detailed within this Request for Proposal and detailed Statement of Objectives and tasks within each IDIQ Task Order.

TCSC will follow the procedures in FAR 13 and 15 to conduct the competition and expected award of a multiple-award IDIQ. The Contracting Officer intends to award multiple IDIQ construction contracts to responsible Offerors whose proposal conforms to the solicitation, is fair and reasonable, and offers the best overall value to the Government at the lowest price technically acceptable. This is a small business set-aside with preference to those small businesses with the socio-economic status of Woman-Owned Small Business and/or Service-Disabled Veteran-Owned Small Business. Offerors must be certified as a small business, under NAICS 236220, in the System for Award Management ([Home | SAM.gov](#)) and the Small Business Search ([Small Business Search](#)) at the time of offer submission and award to be considered.

TCSC will utilize the lowest price technically acceptable (LPTA) approach for evaluations in accordance with FAR 13 and 15. The number of contracts awarded will be determined by the Evaluation Board for technical acceptance and the number of responses received.

Upon receipt of proposals, TCSC will verify each contractor followed the formatting directions and does not have an active exclusion in System for Award Management (SAM). Contractor's with an active exclusion found in SAM will not be considered for award. TCSC will also conduct a responsibility determination in accordance with FAR 9.104-1 and a tax check as required by the Department of the Treasury Acquisition Regulations (DTAR) 1009.70. Tax delinquencies will not automatically disqualify a competing offeror if it can be cleared prior to award.

### **1.0 COMMUNICATIONS**

The Government intends to evaluate proposals and award an IDIQ without dialogue. The initial scenario response should contain the contractor's best proposal from a technical and pricing standpoint. The Government reserves the right to ask for clarifications, or exchanges, if the CO determines them to be necessary. An Offeror may be eliminated from consideration without further communication if its technical and/or proposals are incomplete, determined to be grossly underestimated, or a simple regurgitation of the requirement.

### **2.0 QUESTIONS and DUE DATE**

Questions regarding this RFP must be submitted in writing by email to [Christian.A.Fowler@irs.gov](mailto:Christian.A.Fowler@irs.gov) and [Arlene.Y.Davis@irs.gov](mailto:Arlene.Y.Davis@irs.gov). Questions must be received by **13 March 2026 at 5:00 PM ET** to ensure a timely response. Questions received after that date may not be answered prior to the date established for the receipt of proposals. Communication concerning this solicitation with any other Government personnel or contractor support personnel is prohibited. If such contact occurs, the contractor making such contact may be excluded from award consideration. Responses to questions submitted, if/as appropriate, will be responded to via an amendment to the RFP only, which will be posted to original SAM.gov posting.

When submitting questions, before the cutoff date/time, use the email subject line formatting as follows:

Subject: **Treas-Ques-RFP2032H326R00006**

Please reference the applicable RFP section, clause, paragraph number, and/or page number. Written answers will be provided via amendment to the posted RFP to all prospective Contractors, giving due regard to the proper protection of proprietary information.

**3.0 QUOTATION CLOSING DATE**

The RFP closing date is **27 March 2026 at 12:00PM, Noon, ET**. To be considered, proposals must be received by [Christian.A.Fowler@irs.gov](mailto:Christian.A.Fowler@irs.gov) or [Arlene.Y.Davis@irs.gov](mailto:Arlene.Y.Davis@irs.gov) by the closing date and time, in the format described in the following pages. Include the RFP number **2032H326R00006(Business Initials)** in the email header.

**4.0 COMPLETE QUOTATION FORMAT**

Offerors are advised to review the RFP carefully and adhere to all instructions. Proposals that are not structured in accordance with the instructions set forth below or that do not include the required sections or documentation may be considered non-responsive and ineligible for award.

Interested contractors should contact listed POCs via email for a Contractor **ALPHANUMERIC CODE** prior to submitting a proposal. This code is to be used throughout the **redacted response** in lieu of company name and/or logo and must be clearly identified on each volume of the redacted response, except the Cover Letter.

The contractor’s response shall consist of one Cover Letter addressed to Mr. Christian Fowler and Ms. Arlene Davis with the company’s contact information followed by three (3) separate volumes as detailed below. Volume I – Technical; Volume II – Past Performance; Volume III – Price; IV – Clauses and Provisions. Redacted volumes must have all names (i.e., company, key personnel names, points of contact, logos, etc.,) and any other identifiable text redacted. Volume III – Past Performance, will be redacted once received by the CO. There is no need to redact Volume III or IV.

Each of the volumes shall be separate and complete so the technical evaluation of one may be accomplished independently from evaluation of another. Volumes I must not contain any reference to price.

The submission shall be clearly indexed and logically assembled. Each volume shall be appropriately numbered as follows and within the following page limitations:

Volume	Required Documentation	Page Limit
<b>Cover Letter</b>		1 Page
<b>I - Technical</b>	Management Approach & Understanding of Requirement	≤ 15 pages
	Staffing Plan	
	Key Personnel (2-page limit per resume)	
	Quality Control Plan	
	Corporate Experience	
<b>II - Past Performance</b>	PPQ - Attachment E (No more than 2 complete PPQs).	8 pages
<b>III - Price</b>	Statement of Acceptance for use of RS Means	No limit
	Scenario Project Technical Response	
	Scenario Project Lump Sum Quote	
<b>IV - Clauses and Provisions</b>	Forms, Fill-In Clauses, and Provisions	No limit

(Table 1)

Additional attachments include a signed copy of the SF 1442 Solicitation, Offer and Award Documents and any signed SF 30s for Amendments.

**Format.** Clearly identify the date and solicitation number in the header and/or footer and begin at the top of each page. At minimum, the contractor’s package should be created using the following format parameters:

- Margins – “Normal” or “Moderate” setting if using Microsoft Word or similar for other programs.
- Page Size – 8.5” x 11”

Contractors shall prepare their response using the acceptable fonts of either Times New Roman or Arial or Calibri. A font size of 11, or 12-point, applies. Each paragraph shall be separated by at least one blank line. Any included Tables, or illustrations, may use a reduced font size not less than 9-point and may be landscape.

The naming convention shall be as follows for each redacted volume (examples shown below):

- (Alphanumeric Number)Vol I-Tech.Res
- (Alphanumeric Number)Vol II-PPQ
- (Alphanumeric Number)Vol III-Pricing
- (Alphanumeric Number)Vol IV- FFCnP

## **5.0 CONTENT REQUIREMENTS**

All information shall be confined to the appropriate volume. The Contractor shall confine submissions to essential matters, sufficient to define the proposal details, in a concise manner, to permit a complete and accurate evaluation of each proposal. Volumes I shall consist of a Table of Contents and brief narrative discussion. This does not count toward the total page count.

### **5.1 COVER LETTER**

A single cover sheet shall clearly identify each volume by the given Roman numeral, volume name, referenced RFP number, date of submission, and the for the redacted versions. Include the following information within the Cover Letter, at minimum.

1. Taxpayer Identification Number (TIN)
2. Unique Entity Identifier (UEID)
3. Business size and other certified socioeconomic status
4. Point of Contact information that includes the name, e-mail address and telephone number of the person(s) authorized to discuss, revise, or clarify any of the information contained in the submission.

## **6.0 DESCRIPTION OF FACTORS**

### **6.1 VOLUME I - TECHNICAL**

- 6.1.1 Management Approach and Understanding of the Requirement: Contractor shall provide a plan for managing its approach to ensure successful task performance and compliance with all requirements of the SOO and any resultant Task Orders. Thorough explanation will illustrate the offeror’s understanding of the requirement.
- 6.1.2 Staffing Plan: Offerors shall submit an initial staffing plan using the template at Attachment 1 as part of the technical proposal. The plan shall reflect the proposed labor mix for the base and each option period and identify prime and subcontractor roles.

- 6.1.2.1 Prime Performance Threshold Certification.** In accordance with FAR 52.219-14, Limitations on Subcontracting, offerors shall certify in their initial staffing plan that the small business prime contractor will perform at least 15 percent of the cost of contract performance incurred for personnel with its own employees or those of other similarly situated small business concerns. The staffing plan shall include a clear breakdown of prime versus subcontractor work and lump sum cost by prime and general construction subcontractor work for the base and each option period. This information shall be used by the CO to verify compliance at award.
- 6.1.3 Key Personnel (2-page limit per resume):** Submit a resume for the quoted key personnel positions. Resumes must provide, at a minimum: name (redacted), key personnel position, certifications, and work experience requested. Reference paragraphs 1.12.1 and 1.12.2 for minimum experience and qualifications.
- 6.1.4 Quality Control Plan:** Specify metrics that define successful performance of the work, describe how the contractor will verify the metrics are met, and explain the corrective action to be taken when metrics are not met.
- 6.1.5 Corporate Experience:** This is the Offeror's description of its experience in response to scope of this RFP and its SOO. Complete the attached Corporate Experience Worksheet Form of no more than three examples of recent (meaning any contract performed during the past five (5) years from date of issuance of this solicitation) and relevant (meaning work that is similar in size, scope, and complexity to that contemplated under this solicitation) corporate experience in construction projects with historical buildings.

## **6.2 VOLUME III – PAST PERFORMANCE**

Contractors shall submit to the Government two (2) references (company name and address, phone number and point of contact) for similar work mentioned within the SOO or similar. For example, large scale renovation work.

Past performance examples must have been performed during the past five (5) years from date of issuance of this solicitation include a description of the work performed. The Government may contact the references cited to evaluate how well the contractor performed the work.

Contractors are advised that the Government may use past performance information obtained from centralized past performance databases and sources other than those identified by the contractor and the information obtained may be used for both the responsibility determination and the best value decision. The Government will evaluate the Past Performance Elements specified in the Past Performance Questionnaire (PPQ), Attachment A. Contractors shall distribute the PPQ included in the RFP as an attachment to their references so the form can be completed and submitted directly to the Government points of contact.

**PPQ:** The contractor shall complete the PPQ and e-mail the questionnaire to the Government, or private sector, technical representative responsible for the past/current contract. The POC's shall be instructed to electronically complete the questionnaire and email the completed PPQ to the Contract Officer, [Christian.A.Fowler@irs.gov](mailto:Christian.A.Fowler@irs.gov) and alternate CO, [Arlene.Y.Davis@irs.gov](mailto:Arlene.Y.Davis@irs.gov) no later than **March 20, 2026; 12PM EST**. The contractor shall also e-mail to the Contract Officers a list of the two POC's who were sent a questionnaire. The Government must receive this list no later than **March 13, 2026; 5PM EST**. The POC List shall include the following fields: Solicitation Number; contractor Name; Contract Number; contacted Government Agency/Company Name; POC Last Name, First Name; POC Title; POC Telephone Number; POC E-Mail Address; Date E-Mailed to POC. Please note, that the PPQ will not be a part of the resultant contract.

### 6.3 VOLUME IV – PRICE

#### Statement of Acceptance for use of RS Means:

The Offeror shall provide a statement of understanding for the use of RSMeans annual edition, 2025 or later, which shall be used in the pricing of all IDIQ Orders, and modifications when required, for the life of the contract. RSMeans is the industry standard for construction and similar work.

#### Scenario Project Response and Lump Sum Quote:

The contractor must provide a complete and total lump sum response to the Scenario Project. The Scenario Response must be based on Gordian Building Construction Costs with RSMEANS 2025 83rd annual edition, or later to most recent. The technical response shall include the contractor's profit and G&A amounts as included on the Scenario Price/Cost Table. The Contractor shall complete the PRICE SCHEDULE for the Scenario Project with a Lump Sum total pricing including its Profit and G&A.

### 6.5 VOLUME V – FORMS, ATTACHMENTS, FILL-IN CLAUSES AND PROVISIONS

Contractors must submit all included "fill-in" Provisions/Clause listed below as part of a complete response.

- *(FAR) 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment*
- *(FAR) 52.204-26 Covered Telecommunications Equipment or Services-Representation.*
- *(FAR) 52.209-5 Certification Regarding Responsibility Matters (AUG 2020)*
- *(FAR) 52.209-7 Information Regarding Responsibility Matters (Jul 2013)*
- *(FAR) 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction Under any Federal Law (FEB 2016)*
- *52.209-12 Certification Regarding Tax Matters (OCT 2025)*
- *52.209-13 -- Violation Of Arms Control Treaties or Agreements-Certification (NOV 2021)*
- *(FAR) 52.219-1 Small Business Program Representations (SEP 2023)*
- *(DTAR) 1052.209-70 Notice and Consent to Disclose and Use of Taxpayer Return Information (Nov 2017)*

Contractors shall provide the following attachments under this Volume:

1. Fully Executed Copy of the RFP that includes:
  - a. An authorized signature
  - b. Acknowledgement of any Amendments to the RFP
  - c. Completed and fully executed copy of Section VI – Representations, Certifications and Other Statements (See Addendum to 52.212-3)

### 7.0 EVALUATION CRITERIA:

Proposals will be evaluated for technical acceptance determined by the Offeror's complete technical response. At minimum, the three lowest priced responses will be evaluated for technical acceptance first. This does not limit the Government from including additional technically acceptable, lower priced, responses for any additional awards.

Price will be evaluated for offeror's acknowledgement and proof of RS Means use, as well completeness in accordance to the criteria.

Proposals rated “technically unacceptable” or “non-responsive” are NOT eligible for award and will be excluded from further consideration. Offerors will be notified in the event that their proposals are eliminated from consideration.

The contractor’s initial offer should contain the contractor’s complete technical response and best price to minimize any need for discussions or clarifications.

### **7.1 FACTOR 1 - TECHNICAL**

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

#### Management Approach and Understanding of the Requirement:

The management approach, and statement of understanding of the requirement, will be evaluated to determine if the contractor’s proposed management approach details how it will ensure successful task performance and compliance of the SOO and resultant Task Orders.

#### Staffing Plan:

COs, in collaboration with the Treasury Chief Information Officer (CIO), shall evaluate the initial staffing plan for realism, balance, subcontract management approach, and compliance with FAR 52.219-14, Limitations on Subcontracting, consistent with the solicitation’s evaluation criteria. The approved plan becomes a baseline for contract administration and Quality Assurance Surveillance Plan (QASP) monitoring. Material changes to labor categories, employer mix, or level of effort must be coordinated with the CO and documented.

#### Key Personnel:

The Government will evaluate the contractor’s proposed Key Personnel resumes and position descriptions to determine if the proposed personnel possess the required experience and qualifications.

#### Quality Control Plan:

The Government will evaluate the contractor’s proposed Quality Control Plan and its definition for successful performance of the work, and description of how the contractor will verify how its metrics are met, and a detailed explanation of its corrective measures when its metrics are not met.

#### Corporate Experience:

The Government will evaluate the offeror’s corporate experience to determine its experience performing construction work that is relevant, and recent, on historical buildings within the last five years.

### **7.2 FACTOR 2 - PAST PERFORMANCE**

The Government will evaluate relevant and recent past performance information for success in completing construction (alteration, maintenance, or repair) of historical government buildings by providing the same or similar construction for customers as indicated by the contractor and verifiable sources, such as the Contractor Performance Assessment Reporting System.

The first aspect of the Past Performance evaluation is relevancy. Relevancy refers to the degree to which the offeror’s roles and responsibilities under the project are similar in size, scope, dollar value, contract type, complexity, or other comparable attributes of Past Performance examples to the solicitation requirements.

The second aspect of the Past Performance evaluation is the overall Quality of the offeror’s Past Performance, which will be assessed through publicly available reports and data from CPARS found online at [www.cpars.gov](http://www.cpars.gov) and the attached PPQ as stated in the Instructions to Offerors section of the RFP.

The quality of each past performance reference will be evaluated under the following aspects: 1) Quality of Product or Service 2) Timeliness (Schedule Performance) 3) Cost Control 4) Management/Business Relations 5) Customer Satisfaction. After evaluating the Past Performance submissions for relevancy and quality, the Government will assign one overall rating from Table 2 Past Performance Rating.

**7.3 FACTOR 3 - PRICE**

TCSC Acquisition Services will organize all received scenario pricing and arrange them from lowest to highest. Scenario pricing, like all potential orders from the anticipated multiple award IDIQ, shall be based on RS Means with the contractor’s normal G&A and profit rates. The lowest three responses will be reviewed for technical acceptance first. The Government may include more for technical acceptance evaluation for more potential awards, if it is beneficial to the Government.

**Scenario Pricing:** Offerors are required to submit quotes for the Scenario Task Order. The Government will evaluate the lump sum pricing of the scenario for reasonableness and consistency with Gordian Building Construction Costs with the 2025 RSMEANS annual edition, or later. Lump sum pricing will be evaluated independent of each other and evaluated as submitted.

**Technical Rating Scale:**

RATING	DEFINITION
Acceptable	The technical response addresses all elements within the evaluation criteria, is not grossly underestimated, and is thoroughly detailed.
Not Acceptable	The technical response provided is incomplete, overly simplistic in its response without any detail in accordance with the criteria.
Non-Responsive	The Contractor did not provide any type of response.

(Table 2)

**8.1 FACTOR 2 - PAST PERFORMANCE Rating Scale:** The following ratings will be used to evaluate this factor:

RATING	DEFINITION
Favorably	Recent and relevant past performance record involving contracts similar in size, scope, and complexity to the RFP requirements. Performance significantly and consistently exceeds contract requirements to the customers’ benefit. There were no quality, cost or schedule issues identified.
Unfavorably	May somewhat recent and relevant past performance record involving contracts similar in size, scope, or complexity to the RFP requirements, however, contractor performance failed to meet contractual requirements. The contractual performance contains serious problem(s) for which the contractor's corrective actions appear or were ineffective Quotation is ineligible for award.
Neutral	In the case of an Offeror without recent and relevant past performance or for whom information on past performance is not available; the Offeror may not be evaluated

	favorably or unfavorably. The absence of recent and relevant past performance information will result in the assignment of a neutral rating. The contractor has little or no recent and relevant past performance.
--	--

(Table 3)

**9.0 AWARD DECISION**

TCSC will make several awards to offerors whose response is considered lowest price, technically acceptable based on the criteria above.

Each proposal will be evaluated, and rated, in accordance with its written content. No assumptions will be made by evaluators regarding areas that are not addressed in the Offeror’s written proposal.

**APPLICABLE PUBLICATIONS (CURRENT EDITIONS)**

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

**LIST OF ATTACHMENTS**

<b>ATTACHMENT</b>	<b>TITLE</b>
A	Past Performance Questionnaire
B	Corporate Experience Worksheet
1	Initial Staffing Plan (Proposal Deliverable) <i>Separately Attached</i>
2	Monthly Workforce Report (Post-Award Contract Deliverable) <i>Separately Attached</i>

**ATTACHMENT A – PAST PERFORMANCE QUESTIONNAIRE**

**PAST PERFORMANCE QUESTIONNAIRE  
FOR SOLICIATION [2032H326RXXXXX]**

<i>Contractor’s Name</i>
<i>Client/Customer Company Name</i>
<i>Questionnaire Respondent Name and Title</i>
<i>Questionnaire Completion Date</i>

**EVALUATION**

Below are listed specific questions relating to the following five categories for contractor performance: quality, timeliness, cost control, business relations, and customer satisfaction. Please rate the contractor for each question on a scale from Excellent to Unacceptable or N/R for Not Rated. Please support each rating with a brief justification in the Comment Section.

- **Exceptional** - Performance meets contractual requirements and exceeds many to the Government’s benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
- **Very Good** - Performance meets contractual requirements and exceeds some to the Government’s benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
- **Satisfactory** – Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
- **Marginal** – Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor’s proposed actions appear only marginally effective or were not fully implemented.
- **Unacceptable** - Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor’s corrective actions appear or were ineffective.
- **Neutral** - Not Rated. The absence of relevant present and past performance information will result in the assignment of a neutral rating. Unknown risk. (The contractor has little or no recent/relevant past performance upon which to base a meaningful performance risk prediction.)

**A. QUALITY OF PRODUCT OR SERVICE**

1. To what extent did the contractor comply with the specific contract requirements?  
 Exceptional    Very Good    Satisfactory    Marginal    Unacceptable    N/R

<b>Comment:</b>
-----------------

2. To what extent did the contractor provide quality improvement recommendations?  
 Exceptional  Very Good  Satisfactory  Marginal  Unacceptable  N/R

**Comment:**

3. Effectiveness and reliability of Contractor’s Key Personnel.  
 Exceptional  Very Good  Satisfactory  Marginal  Unacceptable  N/R

**Comment:**

**B. SCHEDULE/TIMELINESS**

1. To what extent did the contractor adhere to contract delivery of performance schedules/ response times?  
 Exceptional  Very Good  Satisfactory  Marginal  Unacceptable  N/R

**Comment:**

2. Overall performance in planning, scheduling, and monitoring.  
 Exceptional  Very Good  Satisfactory  Marginal  Unacceptable  N/R

**Comment:**

3. Responsiveness to contract changes from a contract administration perspective.  
 Exceptional  Very Good  Satisfactory  Marginal  Unacceptable  N/R

**Comment:**

4. Responsiveness to changes in technical direction  
 Exceptional  Very Good  Satisfactory  Marginal  Unacceptable  N/R

**Comment:**

**C. COST CONTROL**

1. To what extent did the contractor provide current, accurate, and complete billings?  
 Exceptional  Very Good  Satisfactory  Marginal  Unacceptable  N/R

**Comment:**

3. To what extent did the contractor exhibit efforts to control costs while providing quality services required by the terms of the contract?  
 Exceptional  Very Good  Satisfactory  Marginal  Unacceptable  N/R

**Comment:**

**D. MANAGEMENT/BUSINESS RELATIONS**

1. To what extent was the contractor able to solve contract performance problems without extensive guidance from Government counterparts (COR)?

Exceptional  Very Good  Satisfactory  Marginal  Unacceptable  N/R

**Comment:**

2. To what extent was the contractor effective in interfacing with Government staff?

Exceptional  Very Good  Satisfactory  Marginal  Unacceptable  N/R

**Comment:**

3. To what extent was the contractor effective in assessing impacts of changes on other associated projects, task and efforts?

Exceptional  Very Good  Satisfactory  Marginal  Unacceptable  N/R

**Comment:**

4. To what extent did the contractor appropriately choose effective sub-contractors and maintain good business relationships?

Exceptional  Very Good  Satisfactory  Marginal  Unacceptable  N/R

**Comment:**

5. To what extent was the contractor able to solve contract performance problems without extensive guidance from Government personnel?

Exceptional  Very Good  Satisfactory  Marginal  Unacceptable  N/R

**Comment:**

**E. CUSTOMER SATISFACTION**

1. How would you rate the overall quality of construction?

Exceptional  Very Good  Satisfactory  Marginal  Unacceptable  N/R

**Comment:**

2. Has this contract been partially or completely terminated for cause, default or convenience?

Yes for:  Default  Convenience  Cause  No

**If yes, please explain** (e.g., inability to meet cost, performance, or delivery schedules).

**ATTACHMENT B: CORPORATE EXPERIENCE WORKSHEET**

**CORPORATE EXPERIENCE WORKSHEET**

<b>Contractor's Name:</b>
<b>Client/Customer Agency/Company Name:</b>
<b>Title of Contract and Contract Number:</b>
<b>Client Project Manager or Contracting Representative Name, e-mail &amp; telephone number (if available):</b>
<b>Period of Performance:</b>
<b>Description of Construction Project (Was this a Historical Building?):</b>
<b>Name of Subcontractors (Company – not people), if any:</b>
<b>Contract Type and number of change orders:</b>
<b>Amount:</b>