

## SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30

1. REQUISITION NUMBER GAO2605190004				PAGE 1 OF 22	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE See Block 31c.		4. ORDER NUMBER	
5. SOLICITATION NUMBER 05GA0A26Q0054				6. SOLICITATION ISSUE DATE 06/22/2026	
7. FOR SOLICITATION INFORMATION CALL:				8. OFFER DUE DATE / LOCAL TIME 07/22/2026 10:00 ET	
9. ISSUED BY FLORES, JAZMINE A ACQUISITION MANAGEMENT 441 G STREET, N.W. ROOM 7N14U ATTENTION: WASHINGTON, DC 20548		CODE 05GA0A		10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR	
		<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)		<input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 513210 SIZE STANDARD: \$47 Million	
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %		13a. THIS CONTRACT IS RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM DPAS (15 CFR 700) <input type="checkbox"/>	
				13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> REQUEST FOR PROPOSAL (RFP)	
15. DELIVER TO		CODE		16. ADMINISTERED BY FLORES, JAZMINE A ACQUISITION MANAGEMENT 441 G STREET, N.W. ROOM 7N14U ATTENTION: WASHINGTON, DC 20548	
				CODE 05GA0A	
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY	
		FACILITY CODE		CODE	
TELEPHONE NUMBER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES (Use Reverse and/or Attach Additional Sheets as Necessary)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
The purpose of this RFQ is to acquire software that provides construction cost data and estimation capabilities for building renovations. Per FAR 52.211-6, this software should be equal to or better than the Brand Name RSMeans Online software offered by The Gordian Group, Inc.					

25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Government Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.		<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE OFFER DATED ____ . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Jazmine Flores Contracting Officer	
30c. DATE SIGNED		31c. DATE SIGNED	

 AUTHORIZED FOR LOCAL REPRODUCTION  
 PREVIOUS EDITION IS NOT USABLE

 STANDARD FORM 1449 (REV. 11/2021)  
 Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT <i>(Location)</i>	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

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## Section 1 - Continuation Sheet

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0001	Service	1.000000	YEAR		
	Firm Fixed Price				
	PSC: 7G21				
	Period of Performance: 07/31/2026 - 07/30/2027				
	Description: Online subscription to datasets in searchable MasterFormat or Unifomat: Commercial New Construction (11 datasets) - Covers building new construction, commercial renovation, concrete and masonry, electrical, green building, heavy construction, interior construction, mechanical, plumbing and site work and landscape unit costs as well as assembly and square foot specific datasets.  Facilities (4 datasets) - Encompasses construction, maintenance and repair, general maintenance and preventive maintenance with editable schedules.  Residential Construction (1 dataset) - Provides comprehensive cost data for residential construction tasks				
	Reference Line: GAO2605190004 - 0001				
	Pricing Options: Indicator: Base				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0002	Service	1.000000	YEAR		
	Firm Fixed Price				
	PSC: 7G21				
	Period of Performance: 07/31/2026 - 07/30/2027				
	Description: All data sets in the data library above plus 44 renovation models				
	Reference Line: GAO2605190004 - 0002				
	Pricing Options: Indicator: Base				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
0003	Service	1.000000	YEAR		
	Firm Fixed Price				
	PSC: 7G21				
	Period of Performance: 07/31/2026 - 07/30/2027				
	Description: 50 AI generated estimates per month and unlimited chat conversations per month				
	Reference Line: GAO2605190004 - 0003				
	Pricing Options: Indicator: Base				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1001	Service	1.000000	YEAR		
	Firm Fixed Price				
	PSC: 7G21				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	<b>Period of Performance:</b> 07/31/2027 - 07/30/2028				
	<b>Description:</b> Online subscription to datasets in searchable MasterFormat or Unifomat: Commercial New Construction (11 datasets) - Covers building new construction, commercial renovation, concrete and masonry, electrical, green building, heavy construction, interior construction, mechanical, plumbing and site work and landscape unit costs as well as assembly and square foot specific datasets.  Facilities (4 datasets) - Encompasses construction, maintenance and repair, general maintenance and preventive maintenance with editable schedules.  Residential Construction (1 dataset) - Provides comprehensive cost data for residential construction tasks				
	<b>Reference Line:</b> GAO2605190004 - 0101				
	<b>Pricing Options:</b> Option Period: 1				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1002	Service	1.000000	YEAR		
	Firm Fixed Price				
	PSC: 7G21				
	<b>Period of Performance:</b> 07/31/2027 - 07/30/2028				
	<b>Description:</b> All data sets in the data library above plus 44 renovation models  <b>Reference Line:</b> GAO2605190004 - 0102  <b>Pricing Options:</b> Option Period: 1				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1003	Service	1.000000	YEAR		
	Firm Fixed Price				
	PSC: 7G21				
	<b>Period of Performance:</b> 07/31/2027 - 07/30/2028				
	<b>Description:</b> 50 AI generated estimates per month and unlimited chat conversations per month  <b>Reference Line:</b> GAO2605190004 - 0103  <b>Pricing Options:</b> Option Period: 1				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2001	Service	1.000000	YEAR		
	Firm Fixed Price				
	PSC: 7G21				
	<b>Period of Performance:</b> 07/31/2028 - 07/30/2029				
	<b>Description:</b> Online subscription to datasets in searchable MasterFormat or Unifomat: Commercial New Construction (11 datasets) - Covers building new construction, commercial renovation, concrete and masonry, electrical, green building, heavy construction, interior construction, mechanical, plumbing and site work and landscape unit costs as well as assembly and square foot specific datasets.  Facilities (4 datasets) - Encompasses construction, maintenance and repair, general maintenance and preventive maintenance with editable schedules.  Residential Construction (1 dataset) - Provides comprehensive cost data for residential construction tasks				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	<b>Reference Line:</b> GAO2605190004 - 0201				
	<b>Pricing Options:</b> Option Period: 2				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
2002	Service	1.000000	YEAR		
	Firm Fixed Price				
	PSC: 7G21				
	<b>Period of Performance:</b> 07/31/2028 - 07/30/2029				
	<b>Description:</b> All data sets in the data library above plus 44 renovation models				
	<b>Reference Line:</b> GAO2605190004 - 0202				
2003	Service	1.000000	YEAR		
	Firm Fixed Price				
	PSC: 7G21				
	<b>Period of Performance:</b> 07/31/2028 - 07/30/2029				
	<b>Description:</b> 50 AI generated estimates per month and unlimited chat conversations per month				
	<b>Reference Line:</b> GAO2605190004 - 0203				
3001	Service	1.000000	YEAR		
	Firm Fixed Price				
	PSC: 7G21				
	<b>Period of Performance:</b> 07/31/2029 - 07/30/2030				
	<b>Description:</b> Online subscription to datasets in searchable MasterFormat or Unifomat: Commercial New Construction (11 datasets) - Covers building new construction, commercial renovation, concrete and masonry, electrical, green building, heavy construction, interior construction, mechanical, plumbing and site work and landscape unit costs as well as assembly and square foot specific datasets.  Facilities (4 datasets) - Encompasses construction, maintenance and repair, general maintenance and preventive maintenance with editable schedules.  Residential Construction (1 dataset) - Provides comprehensive cost data for residential construction tasks				
	<b>Reference Line:</b> GAO2605190004 - 0301				
3002	Service	1.000000	YEAR		
	Firm Fixed Price				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
	PSC: 7G21				
	<b>Period of Performance:</b> 07/31/2029 - 07/30/2030				
	<b>Description:</b> All data sets in the data library above plus 44 renovation models				
	<b>Reference Line:</b> GAO2605190004 - 0302				
	<b>Pricing Options:</b> Option Period: 3				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
3003	Service  Firm Fixed Price  PSC: 7G21	1.000000	YEAR		
	<b>Period of Performance:</b> 07/31/2029 - 07/30/2030				
	<b>Description:</b> 50 AI generated estimates per month and unlimited chat conversations per month				
	<b>Reference Line:</b> GAO2605190004 - 0303				
	<b>Pricing Options:</b> Option Period: 3				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4001	Service  Firm Fixed Price  PSC: 7G21	1.000000	YEAR		
	<b>Period of Performance:</b> 07/31/2030 - 07/30/2031				
	<b>Description:</b> Online subscription to datasets in searchable MasterFormat or Unifomat: Commercial New Construction (11 datasets) - Covers building new construction, commercial renovation, concrete and masonry, electrical, green building, heavy construction, interior construction, mechanical, plumbing and site work and landscape unit costs as well as assembly and square foot specific datasets.  Facilities (4 datasets) - Encompasses construction, maintenance and repair, general maintenance and preventive maintenance with editable schedules.  Residential Construction (1 dataset) - Provides comprehensive cost data for residential construction tasks				
	<b>Reference Line:</b> GAO2605190004 - 0401				
	<b>Pricing Options:</b> Option Period: 4				
Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4002	Service  Firm Fixed Price  PSC: 7G21	1.000000	YEAR		
	<b>Period of Performance:</b> 07/31/2030 - 07/30/2031				
	<b>Description:</b> All data sets in the data library above plus 44 renovation models				
	<b>Reference Line:</b> GAO2605190004 - 0402				
	<b>Pricing Options:</b> Option Period: 4				

Number	Supplies or Services	Qty	Unit	Unit Price	Total (Inc. disc., tax, and fees)
4003	Service  Firm Fixed Price  PSC: 7G21	1.000000	YEAR		
<b>Period of Performance:</b> 07/31/2030 - 07/30/2031					
<b>Description:</b> 50 AI generated estimates per month and unlimited chat conversations per month					
<b>Reference Line:</b> GAO2605190004 - 0403					
<b>Pricing Options:</b> Option Period: 4					

### 1.1 Submission of Quotations

**Basis for Award:** This is a combined synopsis/solicitation. The Government will award a contract from this Request for Quotation (RFQ) to the responsible vendor whose quotation conforming to the RFQ will be most advantageous to the Government based on the Lowest Price Technically Acceptable (LPTA) evaluation method. The applicable NAICS for this contract is 513210.

Submit signed and dated quotations, at or before the exact time specified in this RFQ.

All Vendors who submit quotations must be registered in SAM.gov, to be considered for award.

Questions must be submitted in writing and only via email to Jazmine Flores at floresj@gao.gov and Traenesha L. Jones at jonest3@gao.gov. **Written questions must be submitted no later than July 6, 2026 at 10:00AM Eastern Time.**

All quotations should be submitted to Jazmine Flores at floresj@gao.gov and Traenesha L. Jones at jonest3@gao.gov. **The date and time for receipt of quotations is no later than July 22, 2026, at 10:00AM Eastern Time.**

As a minimum, Vendors must show—

- (1) The RFQ number;
- (2) The time specified in the RFQ for receipt of quotations;
- (3) The name, address, and telephone number of the Vendor;
- (4) Acknowledgment of RFQ Amendments;
- (5) Period for acceptance of quotations.

The Vendor agrees to hold the prices in its quotation firm for 120 calendar days from the dates pecified for receipt of quotations, unless another time period is specified in an amendment to the RFQ.

### 1.2 Government Primary Roles and Responsibilities

#### Technical Contact and/or Contracting Officer's Representative (COR):

Not Specified

U.S Government Accountability Office  
Information Systems and Technology Services  
441 G. Street, N.W. Washington, DC 20548  
Phone: Not Specified  
E-Mail: Not Specified

#### Contractual Contacts:

Jazmine Flores  
Contracting Officer  
U.S Government Accountability Office  
Acquisition Management: Procurement Operation  
441 G Street, N.W. Washington, DC 20548  
Phone: 202.512.6193  
E-Mail: floresj@gao.gov



Traenesha L. Jones  
 Contract Specialist  
 U.S Government Accountability Office  
 Acquisition Management: Procurement Operation  
 441 G Street, N.W. Washington, DC 20548  
 Phone: 202.512.4554  
 E-Mail: jonest3@gao.gov

## Section 2 - Contract Clauses

### 2.1 GAO Contracting Officer Representative (COR)

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A COR will be designated at time of award. The individual will act as the Contracting Officer's liaison with the contractor.

The COR will be authorized to:

- (a) approve delivery, billing, payment procedures and formats for management reports
- (b) approve technical adjustments not involving a change in the scope, terms, or conditions of this contract;
- (c) obtain progress reports; and
- (d) perform inspection of service.

The COR does not have the authority to modify the contract or bind the Government in any way. The GAO Contracting Officer is the only individual authorized to amend or alter the term of the contract.

### 2.2 GAO Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (June 2017)

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Payment requests must be submitted electronically through the U.S. Department of the Treasury's Invoice Processing Platform System (IPP). "Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank (STLS.IPPHELPDESK@stls.frb.org) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Customer Support Helpdesk via email IPPCustomerSupport@fiscal.treasury.gov. This email address is being protected from spam bots. You need JavaScript enabled to view it, or phone 866-973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer within 10 business days of this communication. The new Payment Office Address for contractors that are unable to comply with IPP is given below:

Payment Mailing Address  
 FMBO, Financial Management  
 Government Accountability Office  
 Room 7116E, 441 G Street NW  
 Washington, DC 20548

### 2.3 GAO Security Clause

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The security policies, procedures and requirements stipulated in the National Industrial Security Program (NISP); National Industrial Security Program Operating Manual (NISPOM); and any supplemental thereto are applicable. Also applicable are the Federal Acquisitions Regulation (FAR), and the GAO Order 0910.1, GAO Security Program, and supplemental GAO security directives.

References to the terms contract, contractor, and Contracting Officer's Representative (COR), should be substituted with company, sponsor, and GAO Point of Contact (POC), or other terms as appropriate to the type of agreement.

## CITIZENSHIP

1. All employees on the contract who require access to information, property, or other assets or resources under the authority or control of GAO must either be U.S. citizens or have lawful U.S. permanent resident status.

a. It is the responsibility of the contractor to ensure that all employees on the contract meet the citizenship requirements and that proof of U.S. citizenship, permanent resident status, or employment authorization is provided to GAO's office of Security and Emergency Management (SEM) upon request.

## SECURITY SCREENING

1. All contract employees who require access to information, property, or other assets or resources under the authority or control of GAO (including classified or sensitive information) are subject to security screening, as appropriate, to support their work on a GAO contract. A background investigation commensurate with the level of the responsibilities and duties (referred to as position sensitivity level) is required for each contract employee assigned to the contract.

2. For national security positions, the contractor will validate the security clearance of each contract employees whose position requires access to national security information.

3. For positions of public trust, SEM will adjudicate a contract employee's investigation, as appropriate to the employee's designated position sensitivity, for work on the contract and for access to information, property, or other assets or resources under the authority or control of GAO.

4. Security screening for building access alone does not grant a security clearance for access to classified information. The Vendor is responsible for the payment of background investigation screening.

## DETERMINING POSITION SENSITIVITY

The Contracting Officer's Representative (COR), in consultation with the Project Manager, will determine the position sensitivity for all personnel assigned to the contract, and will identify such to SEM. GAO's Director of Security and Emergency Management will determine the type of investigation for each contract employee based upon the sensitivity level identified for his or her position. The following criteria will be used for determining position sensitivity.

a. National Security Position: A position that requires a security clearance to permit access to classified information which includes:

1) information that has been specifically authorized under criteria established by an Executive Order (E.O.) or an act of Congress to be kept classified in the interest of national defense or foreign policy, including information classified under the terms of E.O. 12958.

2) access to a classified facility, which is any facility that requires a security clearance for admittance.

3) access to national security system.

b. Public Trust Positions and ADP-I, II, and III Positions: A position, other than a national security position, in which an individual's action or inaction could diminish public confidence in, or otherwise have an adverse impact on the integrity, efficiency, or effectiveness of GAO or other government activities, whether or not actual damage occurs. Public trust positions shall be designated as high risk, moderate risk or low risk (for building access only).

1) A High Risk Public Trust Position is a position whose occupant:

a) has final signature authority for GAO products or other documents that articulate official agency policies, positions, findings, or commitments;

b) has final signature authority for contracts of individual non-cumulative amounts of \$25,000 or more, or who obligates, controls, or expends individual, non-cumulative amounts of \$25,000 or more on behalf of GAO;

c) has duties that involve accounting, disbursing, or authorizing disbursement of funds;

d) is assigned to a staff or administrative office (i.e., Office of the Comptroller General (CG); Office of the Chief Administrative Officer (CAO); Congressional Relations (CR); Human Capital Office (HCO); Public Affairs (PA); Office of the Inspector General (OIG); or the Forensic Audits and Investigative Services (FAIS) team), and who performs work that is generally not reviewed by higher authority;

e) designs or manages GAO's major information technology resources, and whose work is not regularly reviewed by higher authority;

f) has duties directly related to personnel security investigations or adjudications, or information security;

g) occupies a position as an Automated Data Processor I (ADP I; further defined as those positions in which the incumbent is responsible for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including the hardware and software; or, can access a system during the operation and maintenance in such a way, and with relatively high risk for causing grave damage, or realize a significant personal gain); or

h) is otherwise in a position with substantial responsibility for activities that have a significant potential for grave harm to the integrity, efficiency, or effectiveness of GAO or other government activities.

2) A Moderate Risk Public Trust Position is a position whose occupant

i) is an analyst, analyst-related specialist, or attorney;

j) is directly involved in the production of GAO products or external audiences;

k) has duties involving financial management, contracting, or other procurement related activities, or human capital or related activities (e.g., of the Office of Opportunity and Inclusiveness);

- l) has duties involving access to sensitive data (i.e., proprietary, personal, or federal agency sensitive but unclassified (SBU) information) that GAO has legal or contractual obligations not to divulge;
  - m) has duties involving information technology management, planning, design, or maintenance;
  - n) occupies a position designated ADP II or III; or
  - o) is otherwise in a position that involves activities that have a reasonable potential for significant harm to the integrity, efficiency, or effectiveness of GAO or other government activities, but less than in a high risk public trust position.
- 3) A Low Risk Public Trust Position is a position that is not designated as either a high risk or moderate risk public trust position.

NOTE: All contract employees are processed for a minimum of a Low Risk Public Trust Position due to their access to the GAO Building.

#### 2.4 GAO 52.235-73 Confidentiality of GAO Data (APR 1984)

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The contractor assumes full responsibility for and guarantees the security of all documents, data, and other information supplied by GAO. No action taken by, or on behalf of, the contractor, or which the contractor could prevent, will be permitted if the effect is or could reasonably be foreseen to undermine GAO's ability to maintain the security of records created by GAO or which may be subject to the GAO Privacy Procedures.

The contractor will prevent any person other than the Contractor's team members (or other persons for whom access is necessary for the completion of the contract) from seeing or having access to information in the possession or under the control of the contractor. The contractor will prevent any person from disclosing the contents of description of documents or information to any person not authorized under this contract or by the GAO to have access to such documents or information. The contractor will prevent removal of any documents or information from the Contractor's premises without authorization by appropriate GAO officials. The contractor shall execute a Non-Disclosure Agreement, if applicable.. The contractor agrees to include similar requirements in any subcontracts which it may enter into regarding or supporting work under this contract and furnish the contracting officer one copy of each subcontractor employees' non-disclosure agreement which must be signed by an authorized contractor administrator.

The contractor will report to the GAO Contracting Officer any breach of confidence by any person as soon as the breach is known. The contractor shall assure that all persons handling GAO confidential or sensitive materials has signed the GAO Non-Disclosure Agreement.

The contractor agrees that no contractor or subcontractor employee will be given access to GAO documents or other records unless that employee shall have first executed a Non-Disclosure Agreement. A Non-Disclosure Agreement, whether submitted prior to or after the award of this contract, shall be binding with regard to information obtained at any time throughout the period of performance of this contract. All Non-Disclosure Agreements are binding indefinitely unless released by a duly authorized official of the GAO. A contractor or subcontractor employee whose employment is continuous need not execute a new Agreement if the assignment to work related to this contract terminates but later resumes.

Any deviation from provisions of this clause which is attributable to the contractor or to persons allowed on the CONTRACTOR'S premises constitutes a material breach of confidentiality and may be sufficient ground for default. Further, the contractor agrees to save the Government harmless in the amount of any judgment against the United States resulting from such a breach. At the Comptroller General's option, the contractor shall assign all of his rights of action against any person to the United States. Disclosure in violation of the Privacy Procedures also may involve the imposition of criminal penalties. To the extent this contract provides for the operation, on behalf of the GAO, of a system of records to accomplish an agency function, it shall be subject to the requirements of any GAO Order or regulations pertaining to privacy procedures.

#### 2.5 GAO 52.243-70 Notification of Changes

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Definitions: "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer: "Contracting Officer's Representative (COR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the COR exercises such authority.

Notice: The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers constituting a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state:

- 1) The date, nature, and circumstances of the conduct regarded as a change;
- 2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- 3) The identification of any documents and the substance of any oral communication involved in such conduct; and
- 4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose.

## 2.6 GAO 52.216-9002 Most Favored Customer Price (Jun 04) - Alternate 1 (Agency Specific)

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The Offeror warrants and agrees that the prices charged under this Agreement will not exceed the prices charged by the contractor to its most favored customer for the same item or services in like or comparable quantities; and further agrees, that any payments received for charges made in excess of prices paid by such most favored customers will be returned to the Government.

## 2.7 GAO 52.233-70 Disputes—Legislative Branch Agency (APR 2008)

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- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613), as modified by Section 1501 of Title I of Division H of the Consolidated Appropriations Act, 2008, Pub. L. No. 110-161, 121 Stat. 1844 (2008).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d)(2)(i) The Contractor shall provide the certification specified in paragraph (d) (2) (iii) of this clause when submitting any claim exceeding \$50,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (d)(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals, within 90 days of receipt of a contracting officer's decision, to the Government Accountability Office Contract Appeals Board, 441 G Street, N.W., Room 7182, Washington, D.C. 20548; Facsimile: 202-512-9749; E-Mail: CAB@gao.gov .
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR, 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

Alternate I. As prescribed in 33.215, the contracting officer does substitute the following paragraph (i) for paragraph (i) of the basic clause: (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

## 2.8 GAO 52.237-71 Technical Direction

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- (a) The Contracting Officer's Representative will provide technical direction on contract performance. Technical direction includes:
- (1) Direction to the Contractor which assists him in accomplishing the Statement of Work.
  - (2) Comments on and approval of reports or other deliverables.
- (b) Technical direction must be within the contract Statement of Work. The Contracting Officer's Representative does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract.
- (c) Technical direction will be issued in writing by the Contracting Officer's Representative or confirmed by him/her in writing within five (5) calendar days after verbal issuance.

## 2.9 FAR 52.216-1 Type of Contract (Apr 1984)

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

## 2.10 FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (Jan 2022)

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The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) 52.233-3, Protest After Award (Aug 1996) ( 31 U.S.C. 3553).
- (6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 ( 19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

\_\_X\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) ( 41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) ( 41 U.S.C. 3509)).

\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ( 31 U.S.C. 6101 note).

\_\_ (5) [Reserved].

\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) ( 31 U.S.C. 6101 note).

\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ( 41 U.S.C. 2313).

\_\_ (10) [Reserved].

- \_\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Sep 2021) ( 15 U.S.C. 657a).
- \_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( 15 U.S.C. 657a).
- \_\_\_ (13) [Reserved]
- \_\_\_ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) ( 15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Mar 2020) of 52.219-6.
- \_\_\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) ( 15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Mar 2020) of 52.219-7.
- \_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) ( 15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2021) ( 15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.
- \_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.
- \_\_\_ (iv) Alternate III (Jun 2020) of 52.219-9.
- \_\_\_ (v) Alternate IV (Sep 2021) of 52.219-9.
- \_\_\_ (18) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) ( 15 U.S.C. 644(r)).
- \_\_\_ (ii) Alternate I (Mar 2020) of 52.219-13.
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Sep 2021) ( 15 U.S.C. 637s).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) ( 15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) ( 15 U.S.C. 657f).
- \_\_\_ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Sep 2021) ( 15 U.S.C. 632(a)(2)).
- \_\_\_ (ii) Alternate I (Mar 2020) of 52.219-28.
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Sep 2021) ( 15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Sep 2021) ( 15 U.S.C. 637(m)).
- \_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) ( 15 U.S.C. 644(r)).
- \_\_\_ (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) ( 15U.S.C. 637(a)(17)).
- \_\_\_ (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- \_\_\_ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O.13126).
- \_\_\_ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_\_\_ (30) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).

\_\_\_ (ii) Alternate I (Feb 1999) of 52.222-26.

\_\_\_ (31) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) ( 38 U.S.C. 4212).

\_\_\_ (ii) Alternate I (Jul 2014) of 52.222-35.

\_\_\_ (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) ( 29 U.S.C. 793).

\_\_\_ (ii) Alternate I (Jul 2014) of 52.222-36.

\_\_\_ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) ( 38 U.S.C. 4212).

\_\_\_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_X\_ (35) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) ( 22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50 ( 22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_ (36) 52.222-54, Employment Eligibility Verification (Nov 2021) . (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

\_\_\_ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( 42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 ( 42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

\_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_\_ (40) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.

\_\_\_ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun2014) of 52.223-14.

\_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) ( 42 U.S.C. 8259b).

\_\_\_ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

\_\_\_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

\_\_\_ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

\_\_\_ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).

\_\_\_ (47) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

\_\_\_ (ii) Alternate I (Jan 2017) of 52.224-3.

\_\_\_ (48) 52.225-1, Buy American-Supplies (Nov 2021) ( 41 U.S.C. chapter 83).

\_\_ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) ( 41 U.S.C.chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_ (ii) Alternate I (Jan 2021) of 52.225-3.

\_\_ (iii) Alternate II (Jan 2021) of 52.225-3.

\_\_ (iv) Alternate III (Jan 2021) of 52.225-3.

\_\_ (50) 52.225-5, Trade Agreements (Oct 2019) ( 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_X\_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).

\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) ( 42 U.S.C. 5150).

\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ( 42 U.S.C. 5150).

\_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

\_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) ( 41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) ( 41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( 31 U.S.C. 3332).

\_\_ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( 31 U.S.C. 3332).

\_\_ (60) 52.232-36, Payment by Third Party (May 2014) ( 31 U.S.C. 3332).

\_\_ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) ( 5 U.S.C. 552a).

\_\_ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) ( 15 U.S.C. 637(d)(13)).

\_\_ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( 46 U.S.C. 55305 and 10 U.S.C. 2631).

\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

\_\_ (iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

\_\_ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) ( 41 U.S.C. chapter67).

\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) ( 29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) ( 29 U.S.C. 206 and 41 U.S.C. chapter 67).



\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ( 29U.S.C.206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( 41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ( 41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

\_\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( 42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) ( 41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) ( 15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) ( 38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) ( 29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) ( 38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) ( 41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) ( 22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 ( 22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ( 41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) ( 41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (Nov 2021) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) ( 5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ( 42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ( 46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 2.11 FAR 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 **30 days**.

#### 2.12 FAR 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 30 days; 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 **66 months**.

#### 2.13 FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text can be accessed electronically at the following internet address:

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

#### **FAR Clause:**

**52.202-1 – Definitions.**

**52.203-5 -- Covenant Against Contingent Fees.**

**52.203-7 Anti-Kickback Procedures.**

**52.203-17 – Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.**

**52.204-19 Incorporation by Reference of Representations and Certifications.**

**52.216-25 Contract Definitization**

### **Section 3 - Documents, Exhibits, or Attachments**

Identifier	Title	Date(s)	Number of Pages
1	Attachment A- Salient Characteristics- 05GA0A26Q0054- Construction Cost Data and Estimation Software.pdf	06/16/2026	

## Section 4 - Solicitation Provisions

### 4.0 FAR 52.211-6 Brand Name or Equal (Aug 1999)

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- (a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.
- (b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must-
  - (1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;
  - (2) Clearly identify the item by-
    - (i) Brand name, if any; and
    - (ii) Make or model number;
  - (3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and
  - (4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.
- (c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.
- (d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

### 4.1 Instructions to Vendors

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This acquisition will result in a Firm Fixed Price (FFP) contract with (1) base year plus four (4) 12-month options.

#### INSTRUCTIONS TO VENDORS – COMMERCIAL ITEMS.

The Vendor's quotation must include all data and information requested by this Instructions to Vendors and must be submitted in accordance with these instructions. The Vendor shall be compliant with the requirements as stated in this request for quotation. Nonconformance with the instructions provided in this Instructions to Vendors may result in an unfavorable evaluation. The quotation should not simply rephrase or restate the Government's requirements but rather shall provide convincing rationale to address how the Vendor intends to meet these requirements.

System for Award Management (SAM). Vendors will not be eligible to receive a contract award from a Government activity unless they are registered in SAM. Firms must register on a one-time basis and annually confirm accuracy and completeness of registration information. Online registration and instructions can be accessed at <https://www.sam.gov>.

Points of Contact. The Contracting Officer (CO), Jazmine Flores and the Contract Specialist (CS), Traenesha L. Jones are the points of contact for this acquisition. The contracting team may be reached via e-mail at [floresj@gao.gov](mailto:floresj@gao.gov) and [jonest3@gao.gov](mailto:jonest3@gao.gov).

#### RFQ Submission Instructions

Vendors who respond to this RFQ acknowledge and agree to all the instructions and procedures described herein.

Quotation submissions shall include:

In their quotation, Vendors must show—

- (1) The RFQ number;
- (2) The time specified in the RFQ for receipt of quotations;
- (3) The name, address, and telephone number of the Vendor;
- (4) Acknowledgment of RFQ Amendments;
- (5) Period for acceptance of quotations. The Vendor agrees to hold the prices in its quotation firm for 120 calendar days from the date specified for receipt of quotation.

**For vendors offering the brand name products:**

**Non-Price Factor**

- Vendors must submit proof that they are an authorized and approved reseller for the proposed brand name RSMean Online software offered by The Gordian Group, Inc.
- Vendors' quotation for the proposed brand name, RSMean Online software offered by The Gordian Group, Inc., must align with the service description and period of performance as specified under all Contract Line-Item Numbers (CLINs) in Section 1 – Continuation Sheet, of the SF 1449.

**Price Factor**

Vendors must provide pricing for all Contract Line-Item Numbers (CLINs) as specified under Section 1 – Continuation Sheet, of the SF 1449 to be eligible for award.

**For vendors offering equal products, including “equal” products of the brand name:****Non-Price Factor**

- Vendors must submit a written explanation addressing how their solution meets each of the Salient Characteristics in Attachment A by providing the information listed in FAR 52.211-6(b).
- Vendors must describe and cross-reference the specific product offering that conforms to all Contract Line-Item Numbers (CLINs) as specified under Section 1 – Continuation Sheet, of the SF 1449 to be eligible for award.

**Price Factor**

Vendors must provide pricing for all Contract Line-Item Numbers (CLINs) as specified under Section 1 – Continuation Sheet, of the SF 1449 to be eligible for award.

Quotation Due Date/Time: **All quotations are due by 10:00AM Eastern Time on July 22, 2026.** Quotations shall be submitted via email to the Contracting Officer, Jazmine Flores, at floresj@gao.gov and the Contract Specialist, Traenesha Jones, at jonest3@gao.gov. Submissions or information requests about this RFQ received after the due date and time, are considered late, and will not be accepted.

Questions: **All questions regarding this requirement shall be submitted via email no later than 10:00AM Eastern Time on July 6, 2026** to the Contracting Officer via e-mail at floresj@gao.gov and Contract Specialist via e-mail at jonest3@gao.gov. Questions with the Government's responses will be posted on SAM.gov. Please be advised that the Government reserves the right to transmit those questions and answers of a common interest to all prospective vendors. Questions received after the due date and time, are considered late, and will not be answered.

**4.2 Evaluation Criteria**

Quotations will be evaluated based on the criteria listed below. Failure to follow the instructions may result in the quotation being removed from further consideration for award. Vendors are cautioned not to include assumptions, caveats, or exceptions within anypart of their submission. Inclusion of assumptions, caveats, or exceptions to the requirement of any kind may result in the quotation no longer being considered.

Vendors should **ONLY** submit information explicitly requested in this RFQ. Vendors who respond to this RFQ acknowledge and agree to all the instructions, procedures, terms, and clauses described in this RFQ.

NOTES: Quotations will be evaluated on a Lowest Price Technical Acceptable (LPTA) basis. Quotations will first be reviewed to ascertain whether they have been submitted in accordance with the Instructions to Vendors before being evaluated against the criteria identified below. Next, GAO will determine which vendor's price quotation has the lowest price quotation that complies with the instructionsto vendors above and then, determine if that vendor also submitted a quotation that meets or exceeds the evaluation criteria below. Should the vendor with the lowest price not meet or exceed the evaluation criteria, GAO will move to the next vendor with the lowest price that complies with the solicitation requirements. If necessary, this evaluation approach will continue until the selected vendor meets or exceeds the evaluation criteria.

GAO will evaluate quotations based on the following:

**For vendors offering the brand name products:****Non-Price Factor**

- Did the Vendor submit proof that they are an authorized and approved reseller for the proposed brand name, RSMeans Online software offered by The Gordian Group, Inc.?
- Did the Vendors' quotation for the proposed brand name, RSMeans Online software offered by The Gordian Group, Inc., align with the service description and period of performance as specified under all Contract Line-Item Numbers (CLINs) in Section 1 – Continuation Sheet, of the SF 1449?

**Price Factor**

- Did the Vendor provide pricing for all Contract Line-Item Numbers (CLINs) as specified in Section 1 – Continuation Sheet, of the SF 1449?

**For vendors offering equal products, including “equal” products of the brand name:****Non-Price Factor**

- Did the Vendor submit a written explanation addressing how their solution meets each of the Salient Characteristics in Attachment A by providing the information listed in FAR 52.211-6(b)?
- Did the Vendor describe and cross-reference the specific product offering that conforms to all Contract Line-Item Numbers (CLINs) as specified under Section 1 – Continuation Sheet, of the SF 1449?

**Price Factor**

- Did the Vendor provide pricing for all Contract Line-Item Numbers (CLINs) as specified in Section 1 – Continuation Sheet, of the SF 1449?

**4.3 Basis of Award**

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The Government anticipates selecting an awardee based upon initial quotes received; therefore, vendors are cautioned to submit their best price quotes in the initial submission. All quotations received will be fairly considered and award will be made in accordance with the Instructions to Vendors and Evaluation Criteria in this RFQ. The Basis of Award will be made to the responsible vendor who complies with the RFQ instructions, meets or exceeds the Evaluation Criteria, and provides the lowest price.

**PERIOD OF PERFORMANCE**

<b>ITEM</b>	<b>START</b>	<b>END</b>
0001	07/31/2026	07/30/2027
0002	07/31/2026	07/30/2027
0003	07/31/2026	07/30/2027
1001	07/31/2027	07/30/2028
1002	07/31/2027	07/30/2028
1003	07/31/2027	07/30/2028
2001	07/31/2028	07/30/2029
2002	07/31/2028	07/30/2029
2003	07/31/2028	07/30/2029
3001	07/31/2029	07/30/2030
3002	07/31/2029	07/30/2030
3003	07/31/2029	07/30/2030
4001	07/31/2030	07/30/2031

4002	07/31/2030	07/30/2031
4003	07/31/2030	07/30/2031

# **Salient Characteristics For RSMMeans Data Online Construction Cost Estimating Software Or Equal**

The salient characteristics outlined below are the required characteristics set forth by GAO for obtaining RSMMeans Data online construction cost estimating software or equal.

## **1. Functional Characteristics**

### **1.1 Core Estimating Capabilities**

- A comprehensive cost database containing no fewer than 85,000 line items and no more than 120,000, covering labor, materials, and equipment.
- Cost data available for at least 970 U.S. and Canadian locations, each with unique location factors.
- Multiple estimating methods including:
  - Unit-price estimating
  - Assembly-based estimating with 1,000+ predefined assemblies
  - Square-foot models for conceptual estimating
- Lifecycle costing capabilities (for higher tiers) supporting:
  - 30-year cost projections
  - Renovation and replacement modeling

### **1.2 Data and Search Functionality**

- Provides cost data organized using CSI MasterFormat (50 divisions minimum) and UniFormat Levels 1–4.
- AI-enhanced search with:
  - Predictive suggestions returning results in <1 second
  - Automatic typo correction with ≥95% accuracy
  - Prioritized results based on historical user behavior
- Hierarchical browsing using:
  - MasterFormat Divisions 00–49
  - UniFormat Levels A–G
- Dynamic filtering that updates results in real time (<0.5 seconds) based on query context

### **1.3 Estimate Management and Collaboration**

- A centralized estimate management hub supporting:
  - Personal, shared, and organizational folders
  - Role-based permissions (view/edit/admin)
- Reusable Work Breakdown Structures (WBS) with:
  - At least 5 hierarchical levels
  - Ability to clone, import, and export WBS templates

### **1.4 Reporting**

- Export capabilities to:
  - PDF (A4 and Letter)
  - Excel (.xlsx) with structured tabular output

**Salient Characteristics For  
RSMeans Data Online Construction Cost Estimating Software  
Or  
Equal**

**1.5 Customization**

- User-defined customization for:
  - Labor rates (hourly, crew-based)
  - Equipment pricing
  - Cost modifiers (percentage or fixed-value adjustments)
  - Global or line-item-level markups

**2. Performance Characteristics**

- 2.1. Quarterly updates to 100% of cost elements, validated by professional cost engineers.
- 2.2. Ability to generate conceptual estimates using square-foot models in under 5 minutes.
- 2.3. Ability to add line items directly from search results with one click and no page navigation.
- 2.4. Cloud-based delivery with 99.5% uptime and access via any modern browser.
- 2.5. Support for both single-user and multi-user environments with concurrent editing controls.
- 2.6. Machine-learning-driven predictive cost data providing forecasting up to 3 years.
- 2.7. Multi-year historical cost datasets covering at least 5 prior years.

**2.8. Cybersecurity Compliance**

Complies with:

- FISMA Moderate
- NIST SP 800-171 Rev. 2
- CMMC Level 2 (where applicable)
- Annual third-party security assessments

**2.9. Access Controls**

- Role-based access control (RBAC)
- Folder-level and organizational sharing controls
- Multi-factor authentication (MFA)
- Audit logs retaining at least 12 months of user activity