

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER 36C24424R0083	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 10-09-2024	PAGE OF PAGES 1 of 41
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NUMBER		5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER 460-24-016
7. ISSUED BY Department of Veterans Affairs Network Contracting Office 4	CODE 00244	8. ADDRESS OFFER TO See attached delivery schedule	
9. FOR INFORMATION CALL:	a. NAME Hanna Karmazyn	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 302-332-5107	

SOLICITATION

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

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

This solicitation is to provide all demolition, general construction and alternations necessary to renovate NFS Dish Room Floor as indicated in the specifications and SOW.

Wage Determination DE DE20230008 dated 08/23/2024 applies to this solicitation. The Contractor shall be responsible for the correct title of classification of workers and compliance with applicable wage and hour laws.

This project is being solicited as a 100% Service-Disabled Veteran Owned Small Business Set-Aside. The North American Industry Classification System (NAICS) code is 236220 and the Small Business Size is \$36.5 million.

VAAR Clause 852.219-75 must be signed and returned with the proposal.

All proposals must be received by ELECTRONIC SUBMISSIONS (email) only.

The IAW FAR 36.204 Disclosure of the magnitude is between \$25,000.00- \$100,000.00.

Proposals are due 4:00 PM November 6, 2024.

A site visit will be held on October 16, 2024 at 9:00AM EST. The meeting location will be at Building 10 (rear entrance to Engineering/Facilities from office, across from Building 7 Warehouse Dock). Once contractors are signed in at the meeting point picnic table area, they will be escorted over to the Dish Room by the COR.
COR: Deepa Nathan 302-516-9858

Questions must be submitted no later than 12:00 noon on 10/21/2024 in wiring to Hanna.Karmazyn@va.gov. No phone calls will be accepted. Late questions will not be accepted.

11. The Contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving award, notice to proceed. This performance period is mandatory negotiable. (See 52.211-10).

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS
--	--------------------

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 16:00 (hour) local time 11-06-2024 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, 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 180 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

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

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

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

AMENDMENT NUMBER										
DATE.										

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

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
------------	---------------------------------------

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 3304(a) ()
---	------	--

26. ADMINISTERED BY 00244 Department of Veterans Affairs Network Contracting Office 4	27. PAYMENT WILL BE MADE BY Austin Payment Center Department of Veterans Affairs PO Box 149971 Austin TX 78714-9971 PHONE: (877) 353-9791 FAX: (512) 460-5429
--	---

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

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

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

Table of Contents

PART I - THE SCHEDULE.....	1
SECTION A - SOLICITATION/CONTRACT FORM	1
A.1 SF 1442 SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair).....	1
A.2 SF 1442 SOLICITATION, OFFER, AND AWARD (CONSTRUCTION, ALTERATION, OR REPAIR)– BACK.....	2
INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS	4
INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS	10
2.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)	10
2.2 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (MAY 2014).....	10
2.3 VAAR 852.214-72 ALTERNATE ITEM(S) (MAY 2018).....	10
REPRESENTATIONS AND CERTIFICATIONS.....	11
3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2018) ..	11
GENERAL CONDITIONS.....	15
4.1 52.223-20 AEROSOLS (MAY 2024).....	15
4.2 52.223-21 FOAMS (JUN 2016).....	15
4.3 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (OCT 2022) ALTERNATE I (OCT 2022).....	16
4.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	21
4.5 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)	21
4.6 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (OCT 2022).....	21
4.7 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS (MAY 2014).....	26
4.8 52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014).....	27
4.9 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018).....	29
4.10 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (NOV 2022)	29
4.11 VAAR 852.232-70 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (WITHOUT NAS– CPM) (NOV 2018).....	31

INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS

Wilmington, DE VA Medical Center

Wilmington, DE 19805

CONSTRUCTION SCOPE OF WORK

For

NFS Dish Room Floor

Project No. 460-24-016

Construction Magnitude:	\$25,000.00 - \$100,000.00
Bid Documents/Final Report Ready By:	30 days after NTP

-- Services --

BACKGROUND:

The purpose of this urgent project is to remediate mold and repair the floor in the 1st floor NFS dish room Area at the Wilmington VA Medical Center. In order to correct and maintain safe working and food preparation environments, the existing flooring must be immediately demolished, professional mold remediation services provided, and repair of the sub-floor to improve drainage must be completed.

Professional construction services to include but not limited to:

- Site investigation – structural, interior, and environmental services.
- Infection Control Risk Assessment
- Construction Management Services during construction.
- Meet all requirements as outlined in VA Program Guide PG-18-1 (Master Construction Specifications).

-- Project Scope --

GENERAL:

This project is located within the Wilmington VA Medical Center. The contractor shall provide all labor, materials, equipment, transportation, apparatus, tools, etc. necessary to complete VA project 460-24-016, NFS Dish Room Floor.

It involves all work and phasing required to accomplish the following:

- Remove existing kitchen flooring, equipment, and all parts as required (including but not limited to all plumbing, electrical, and mechanical connections). During demolition, if mold is discovered, contractor shall notify CO and COR immediately, containment established, and remediation completed.
- If mold is discovered identify and remove mold by isolating the affected area and preventing cross-contamination (see *Attachment A*). Submit cleaning product to be used for approval by the VA.
- Ascertain damage to concrete structure and repair as needed to like new condition. Submit repair product to be used for approval by the VA.
- Install sub-floor ensuring proper pitch for drainage to existing drains.
- Install new Epoxy floor and all parts as required to match existing conditions. Submit product to be used for approval by the VA.
- Kitchen operations will remain active. Make affected area safe for kitchen activities prior to leaving the project site at the end of each workday.
- All work required shall be performed during normal working hours (Monday-Friday, 7:00AM – 4:00PM). Should off hours work be required, this may be coordinated through the COR.
- All work shall be scheduled in advance as coordinated through the Wilmington VA Facilities Management Service, specifically the Contracting Officer's Representative (COR) for the project.
- The Contractor shall coordinate with the COR on all product/materials submittals, construction procedures, and project close-out documentation.
- Davis-Bacon wage rates shall apply.
- Security: All contractor personnel shall procure identification badges from the VA police department. Such badges shall be displayed at all times while on VA property.

FLOORING PRODUCT FEATURES:

- Low VOC
- Anti-slip or slip resistant for high moisture environment.
- Chemical resistance to kitchen equipment cleaning/maintenance products.
- Thermal resistance to dish room operations and environment.
- Color samples to be submitted to VA for flooring finish selection.
- Site preparation, installation, and testing in accordance with Manufacturer's recommendations.

OTHER SPECIFICS:

- Contractor to provide a Competent Person to supervise the work. This individual may be involved in the performance of the work but shall have designated responsibility for performance of the work and adherence to VA requirements (e.g. ventilation, maintenance of ICRA barriers and safety measures for dust control).
 - Contractor to maintain all infection control/dust prevention measures required.
 - Equipment removed, shall be temporarily stored for reinstallation upon completion of flooring work by Contractor.
-

-
- **The Contractor shall field verify all dimensions and existing conditions.**

-- Environmental/Occupational Safety and Health (EOSH) --

EXPECTATION:

All projects shall contain language that addresses all applicable EOSH requirements.

Regulatory Compliance – EOSH requirements for work performed at the above location can be found in:

- Volume 29 of the Code of Federal Regulations, Part 1910 – Occupational Safety for General Industry
- Volume 29 of the Code of Federal Regulations, Part 1926 – Occupational Safety for The Construction Industry
- Volume 40 of the Code of Federal Regulations – Protection of The Environment
- Volume 49 of the Code of Federal Regulations, Part 397 – Transportation of Hazardous Materials
- Title 7 of the Delaware Code – Conservation
- Title 16 of the Delaware Code – Health and Safety

SPECIFICATIONS:

- The VA Master Construction Specifications contain work procedures and material requirements designed to meet regulatory compliance requirements. Whenever possible, the Master Construction Specifications must be used.
- A complete list of these specifications can be viewed at the following website: <http://www.cfm.va.gov>. Specifications which address EOSH requirements include, but are not limited to, the following:
 - SECTION 01 00 00 – General Requirements
 - SECTION 02 00 00 – Existing Conditions (See *Attachment A*)
 - SECTION 09 00 00 – Finishes

ATTACHMENT "A"

**VA MEDICAL CENTER
WILMINGTON, DE**

DEPARTMENT OF VETERANS AFFAIRS
REGULATIONS MOLD REMEDIATION

- I. The Contractor shall hire an Environmental Health & Safety Consultant to assist in the assessment and plan for mold remediation.
- II. The Consultant shall meet the following minimum qualifications:
 - A. Maintain an active Safety Certification (e.g. Certified Safety Professional, CSP or Certified Industrial Hygienist, CIH).
 - B. Have mold remediation experience in assessment, planning, remediation, construction monitoring and decontamination clearance.
 - C. Work station to be as close as possible to the project location, so that he will be available to the COR during construction on an on-call basis with a response time of one day.
 - D. Will have support staff and back-up capacity to provide adequate level of support to the COR throughout construction.
- III. The scope of work for the Contractor with the CSP/CIH consultant is as follows:

Task 1: Perform a visual inspection of the areas impacted and develop a pre and post sampling strategy (including a control sample) that will yield statistically viable conclusions on extent of mold present. Perform this task and notify VA COR on results.

 - A. Provide an integrated plan showing how the remediation and the general modification work will be executed. Provide some reasonable cushion between each remediation phase and the following general construction phase to allow for unforeseen delays in remediation completion.
 - B. Submit integrated plan including cleaning product(s), chemicals, etc. to be used for remediation for approval by the VA COR.
 - C. NOTE: If required by VA COR, in addition to visual inspection and photographs, samples should be taken to validate observations (see *Task 3*).

Task 2: Ensure mold area is contained.

Task 3: Take photographs of all affected areas and collect tape lift surface samples of visually varying areas where mold growth is observed to define type of mold present.

Task 4: Prepare an inspection assessment report on only the impacted areas of the modification project. Include the following information:

 - A. Describe the impacted areas by sketches, room names or other means. Show or describe the location of each sample taken, its composition and identification number.
 - B. Provide summary of the square feet of floor space for all remediation areas, the total linear and square feet of mold to be removed, the total cost of remediation and a preliminary schedule of completion. Include in the cost estimate any cost for decontamination.
 - C. Provide a cover statement signed by both the Contractor and the CSP/CIH consultant. The statement shall be in accordance with the "Sample Cover Statement" provided by the VA.
 - D. Submit the report as part of the Contractor documents package.

Task 5: Assist VA to determine whether the remediation sub-contractor meets qualification requirements. Selected sub-contractor to remove all porous moldy materials and any remnants of visible mold.

Task 6: Upon completion of mold remediation work, take photographs, collect surface samples and air samples to ensure mold growth has been removed and air levels are about the same or less than outside ambient control sample levels.

- A. At the end of all remediation work, a compliance certificate signed by both the CSP/CIH and the remediation contractor shall be issued.

Task 7: Building materials can be repaired once mold contamination is removed and visual inspection has been approved by CSP/CIH and VA COR.

Excluded from the scope of work (to be completed by others):

Provide onsite continuous monitoring during construction of the performance of the remediation sub-contractor. Check and approve the set-up for each affected area, check the standard operating procedure of the remediation contractor, continuously monitor air contamination inspections to ensure compliance with VA standards, and monitor access/egress into containment areas. Determine remediation of mold discovered during construction and advise the COR on time and cost for such remediation.

Perform the final inspection and testing at the end of the remediation work on the area and if the results are satisfactory, release the space to the General Contractor for general work.

At the end of all remediation work, a compliance certificate signed by both the CSP/CIH and the remediation contractor shall be issued.

ATTACHMENT A-1

**VA MEDICAL CENTER
WILMINGTON, DE 19805**

COVER STATEMENT FOR MOLD ASSESSMENT REPORT

1. The enclosed Mold Assessment Report for _____ has been prepared, as part of Project # _____ and covers the following buildings
. I certify that I have surveyed each of the buildings or areas in my contract and have supervised technicians for the examination of affected areas and/or test samples.
2. Based on the information gathered through the above activities and on the expected extent of the renovation as explained to me by _____ of the General Contractor on this project, I have devised a sampling plan and I have supervised the trained Industrial Hygiene Technicians during the collection of the samples.
3. I have selected a qualified analytical laboratory for the analysis of the samples and I have evaluated the sampling results to ensure that statistically viable results on mold hazards were available for all buildings involved.
4. Based on the above information, I have prepared the attached Mold Hazard Assessment Report. This report reflects the best-known remediation technology, the Environmental Management Policy for the Department of Veterans Affairs Construction Projects and all applicable regulations. An mold remediation plan, which will be prepared by a qualified remediation contractor, will achieve the desired decontamination of the impacted areas and minimize exposure of people and the environment.

(CSP/CIH NAME, ACTIVE CERTIFICATION NO. & STATE CERTIFIED IN)

INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

2.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

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

(End of Clause)

2.2 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS— SECONDARY SITE OF THE WORK (MAY 2014)

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

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

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN 2017
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	JAN 2017
52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION	FEB 1999

2.3 VAAR 852.214-72 ALTERNATE ITEM(S) (MAY 2018)

Bids on will be given equal consideration along with bids on and any such bids received may be accepted if to the advantage of the Government. Tie bids will be decided in favor of .

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.236-27	SITE VISIT (CONSTRUCTION) ALTERNATE I (FEB 1995)	FEB 1995

REPRESENTATIONS AND CERTIFICATIONS

3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2018)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is \$39.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xx) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. This provision applies to all solicitations.

(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification.

(v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. 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.

FAR Clause #	Title	Date	Change

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 on SAM.

(End of Provision)

GENERAL CONDITIONS

4.1 52.223-20 AEROSOLS (MAY 2024)

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

Global warming potential means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

High global warming potential hydrofluorocarbons means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (<https://www.epa.gov/snap/>).

Hydrofluorocarbons means compounds that contain only hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, or emissions of high global warming potential hydrofluorocarbons, when feasible, from aerosol propellants or solvents under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as—

- (1) In-use emission rates, energy efficiency;
- (2) Safety, such as flammability or toxicity;
- (3) Ability to meet technical performance requirements; and
- (4) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <https://www.epa.gov/snap/>.

(End of Clause)

4.2 52.223-21 FOAMS (JUN 2016)

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

Global warming potential means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

High global warming potential hydrofluorocarbons means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list

of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at <http://www.epa.gov/snap/>.

Hydrofluorocarbons means compounds that contain only hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, and emissions of high global warming potential hydrofluorocarbons and refrigerant blends containing hydrofluorocarbons, when feasible, from foam blowing agents, under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as—

- (1) In-use emission rates, energy efficiency, and safety;
- (2) Ability to meet performance requirements; and
- (3) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap/>.

(End of Clause)

4.3 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (OCT 2022) ALTERNATE I (OCT 2022)

(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.

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

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 end product (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 _____ percent of the cost of all its components. 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. (See FAR 12.505(a)(2)). 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.

(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)

4.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

4.5 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any VAAR (48 CFR Chapter FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

4.6 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (OCT 2022)

(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.

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

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 end product (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. (See FAR 12.505(a)(2)). 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.

(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)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2018
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL 2018

4.7 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 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)

4.8 52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT— CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)

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

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

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

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.222-3	CONVICT LABOR	JUN 2003
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS	AUG 2018
52.222-7	WITHHOLDING OF FUNDS	MAY 2014
52.222-8	PAYROLLS AND BASIC RECORDS	AUG 2018
52.222-9	APPRENTICES AND TRAINEES	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	MAY 2014
52.222-12	CONTRACT TERMINATION—DEBARMENT	MAY 2014
52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS	MAY 2014
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	MAY 2014

52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	APR 2015
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-50	COMBATING TRAFFICKING IN PERSONS	JAN 2019
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	DEC 2015
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706	JAN 2017
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-4	PATENT INDEMNITY—CONSTRUCTION CONTRACTS	DEC 2007
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	JAN 2017
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-12	CLEANING UP	APR 1984
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-5	CHANGES AND CHANGED CONDITIONS	APR 1984
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

4.9 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

The Contractor shall not make reference in its commercial advertising to Department of Veterans Affairs contracts in a manner that states or implies the Department of Veterans Affairs approves or endorses the Contractor's products or services or considers the Contractor's products or services superior to other products or services.

(End of Clause)

4.10 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (NOV 2022)

(a) Pursuant to 38 U.S.C. 8127(k)(2), the offeror certifies that—

(1) If awarded a contract (see FAR 2.101 definition), it will comply with the limitations on subcontracting requirement as provided in the solicitation and the resultant contract, as follows:

(i) *Services*. In the case of a contract for services (except construction), the contractor will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219–73 or VOSBs as set forth in 852.219–74. Any work that a similarly situated VIP-listed subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded. Other direct costs may be excluded to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service as set forth in 13 CFR 125.6.

(ii) *General construction*. In the case of a contract for general construction, the contractor will not pay more than 85% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219–73 or VOSBs as set forth in 852.219–74. Any work that a similarly situated VIP-listed subcontractor further subcontracts will count towards the 85% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(iii) *Special trade construction contractors*. In the case of a contract for special trade contractors, the contractor will not pay more than 75% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219–73 or VOSBs as set forth in 852.219–74. Any work that a similarly situated subcontractor further subcontracts will count towards the 75% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(2) The offeror acknowledges that this certification concerns a matter within the jurisdiction of an Agency of the United States. The offeror further acknowledges that this certification is subject to Title 18, United States Code, Section 1001, and, as such, a false, fictitious, or fraudulent certification may render the offeror subject to criminal, civil, or administrative penalties, including prosecution.

(3) If VA determines that an SDVOSB/ VOSB awarded a contract pursuant to 38 U.S.C. 8127 did not act in good faith, such SDVOSB/VOSB shall be subject to any or all of the following:

- (i) Referral to the VA Suspension and Debarment Committee;
- (ii) A fine under section 16(g)(1) of the Small Business Act (15 U.S.C. 645(g)(1)); and
- (iii) Prosecution for violating section 1001 of title 18.

(b) The offeror represents and understands that by submission of its offer and award of a contract it may be required to provide copies of documents or records to VA that VA may review to determine whether the offeror complied with the limitations on subcontracting requirement specified in the contract. Contracting officers may, at their discretion, require the contractor to demonstrate its compliance with the limitations on subcontracting at any time during performance and upon completion of a contract if the information regarding such compliance is not already available to the contracting officer. Evidence of compliance includes, but is not limited to, invoices, copies of subcontracts, or a list of the value of tasks performed.

(c) The offeror further agrees to cooperate fully and make available any documents or records as may be required to enable VA to determine compliance with the limitations on subcontracting

requirement. The offeror understands that failure to provide documents as requested by VA may result in remedial action as the Government deems appropriate.

(d) Offeror completed certification/fill-in required. The formal certification must be completed, signed and returned with the offeror's bid, quotation, or proposal. The Government will not consider offers for award from offerors that do not provide the certification, and all such responses will be deemed ineligible for evaluation and award.

Certification

I hereby certify that if awarded the contract, [insert name of offeror] will comply with the limitations on subcontracting specified in this clause and in the resultant contract. I further certify that I am authorized to execute this certification on behalf of [insert name of offeror].

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____

(End of Clause)

4.11 VAAR 852.232-70 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (WITHOUT NAS- CPM) (NOV 2018)

The clause FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, is implemented as follows:

(a) Retainage.

(1) The Contracting Officer may retain funds—

(i) Where performance under the contract has been determined to be deficient or the Contractor has performed in an unsatisfactory manner in the past; or

(ii) As the contract nears completion, to ensure that deficiencies will be corrected and that completion is timely.

(2) Examples of deficient performance justifying a retention of funds include, but are not restricted to, the following—

(i) Unsatisfactory progress as determined by the Contracting Officer;

(ii) Failure to meet schedule in Schedule of Work Progress;

(iii) Failure to present submittals in a timely manner; or

(iv) Failure to comply in good faith with approved subcontracting plans, certifications, or contract requirements.

(3) Any level of retention shall not exceed 10 percent either where there is determined to be unsatisfactory performance, or when the retainage is to ensure satisfactory completion. Retained amounts shall be paid promptly upon completion of all contract requirements, but nothing contained in this paragraph (a)(3) shall be construed as limiting the Contracting Officer's right to withhold funds under other provisions of the contract or in accordance with the general law and regulations regarding the administration of Government contracts.

(b) The Contractor shall submit a schedule of cost to the Contracting Officer for approval within 30 calendar days after date of receipt of notice to proceed. Such schedule will be signed and submitted in triplicate. The approved cost schedule will be one of the bases for determining progress payments to the Contractor for work completed. This schedule shall show cost by the work activity/event for each building or unit of the contract, as instructed by the resident engineer.

(1) The work activities/events shall be subdivided into as many sub-activities/events as are necessary to cover all component parts of the contract work.

(2) Costs as shown on this schedule must be true costs and the resident engineer may require the Contractor to submit the original estimate sheets or other information to substantiate the detailed makeup of the schedule.

(3) The sums of the sub-activities/events, as applied to each work activity/event, shall equal the total cost of such work activity/event. The total cost of all work activities/events shall equal the contract price.

(4) Insurance and similar items shall be prorated and included in the cost of each branch of the work.

(5) The cost schedule shall include separate cost information for the systems listed in the table in this paragraph (b)(5). The percentages listed in the following table are proportions of the cost listed in the Contractor's cost schedule and identify, for payment purposes, the value of the work to adjust, correct and test systems after the material has been installed. Payment of the listed percentages will be made only after the Contractor has demonstrated that each of the systems is substantially complete and operates as required by the contract.

VALUE OF ADJUSTING, CORRECTING, AND TESTING SYSTEM	
System	Percent
Pneumatic tube system.....	10
Incinerators (medical waste and trash).....	5
Sewage treatment plant equipment.....	5
Water treatment plant equipment.....	5

Washers (dish, cage, glass, etc.).....	5
Sterilizing equipment.....	5
Water distilling equipment.....	5
Prefab temperature rooms (cold, constant temperature).....	5
Entire air-conditioning system (Specified under 600 Sections).....	5
Entire boiler plant system (Specified under 700 Sections).....	5
General supply conveyors.....	10
Food service conveyors.....	10
Pneumatic soiled linen and trash system.....	10
Elevators and dumbwaiters.....	10
Materials transport system.....	10
Engine-generator system.....	5
Primary switchgear.....	5
Secondary switchgear.....	5
Fire alarm system.....	5
Nurse call system.....	5
Intercom system.....	5
Radio system.....	5
TV (entertainment) system.....	5

(c) In addition to this cost schedule, the Contractor shall submit such unit costs as may be specifically requested. The unit costs shall be those used by the Contractor in preparing its bid and will not be binding as pertaining to any contract changes.

(d) The Contracting Officer will consider for monthly progress payments material and/or equipment procured by the Contractor and stored on the construction site, as space is available, or at a local approved location off the site, under such terms and conditions as the Contracting Officer approves, including but not limited to the following—

(1) The materials or equipment are in accordance with the contract requirements and/or approved samples and shop drawings;

(2) The materials and/or equipment are approved by the resident engineer;

(3) The materials and/or equipment are stored separately and are readily available for inspection and inventory by the resident engineer;

(4) The materials and/or equipment are protected against weather, theft and other hazards and are not subjected to deterioration; and

(5) The Contractor obtains the concurrence of its surety for off-site storage.

(e) The Government reserves the right to withhold payment until samples, shop drawings, engineer's certificates, additional bonds, payrolls, weekly statements of compliance, proof of title, nondiscrimination compliance reports, or any other requirements of this contract, have been submitted to the satisfaction of the Contracting Officer.

(f) The Contracting Officer will notify the Contractor in writing within 10 calendar-days of exercising retainage against any payment in accordance with FAR clause 52.232-5(e). The notice shall disclose the amount of the retainage in value and percent retained from the payment, and provide explanation for the retainage.

(End of Clause)

"General Decision Number: DE20240008 08/23/2024

Superseded General Decision Number: DE20230008

State: Delaware

Construction Type: Building

County: New Castle County in Delaware.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.	
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the	. Executive Order 13658 generally applies to the contract.	

contract is not renewed or extended on or after January 30, 2022: 	. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.
---	---

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	03/22/2024
2	08/23/2024

BOIL0013-009 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 49.32	34.56

BRDE0001-001 05/01/2021

	Rates	Fringes
BRICKLAYER		
Brick Refractory/Brick Placement Worker.....	\$ 35.00	24.57
Bricklayer.....	\$ 34.19	27.98

CARP0173-009 05/01/2023

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, Metal Stud Installation, Scaffold Building, Excludes Masonry/Brick, and Excludes Soft Floor Layer).....	\$ 36.09	24.52

CARP0251-008 05/01/2023

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 35.83	24.02

 CARP1906-003 05/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 48.66	36.38

 * ELEC0313-002 06/03/2024

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring and Installation of Alarms, HVAC/Temperature Controls and Sound and Communication Systems).....	\$ 47.50	35.93

 ELEV0005-003 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 66.21	37.335+A+B

FOOTNOTES FOR ELEVATOR MECHANICS:

A. PAID VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

 ENGI0542-003 05/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Forklift).....	\$ 42.16	28.80+A

FOOTNOTE: A. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day (provided the employee works the scheduled work day following the holiday.)

 IRON0451-005 07/01/2023

	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing, and Structural).....	\$ 40.10	34.85

The following holidays shall be observed, and when work is performed thereon it shall be paid for at twice the base wage rate: New Year's Day, Memorial Day, Independence Day,

Labor Day, Thanksgiving Day and Christmas Day.

LABO0199-005 05/01/2022

	Rates	Fringes
LABORER		
Backfiller, Common or General, Jack Hammer, Mason Tender - Brick, Pipelayer, Scaffold Builder (Brick and Masonry), Tamper (Hand Held).....	\$ 27.15	24.00
Mason Tender - Cement/Concrete.....	\$ 27.40	24.00

PAIN0252-002 05/01/2023

	Rates	Fringes
GLAZIER.....	\$ 46.68	35.84

PLAS0008-006 05/01/2021

	Rates	Fringes
PLASTERER (Fireproofer).....	\$ 38.37	31.64

PLAS0592-009 05/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 37.64	27.73

PLUM0074-002 10/03/2022

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation and Excludes Industrial Work).....	\$ 38.85	33.10

FOOTNOTE A: PAID HOLIDAYS: New Year's Day, Memorial
Day, Independence Day, Thanksgiving Day, Labor Day, Christmas
Day, and General Election Day.

PLUM0074-003 06/15/2023

	Rates	Fringes
PIPEFITTER (INDUSTRIAL).....	\$ 55.68	39.31

FOOTNOTE A: PAID HOLIDAYS: New Year's Day, Memorial
Day, Independence Day, Thanksgiving Day, Labor Day, Christmas
Day, and General Election Day.

SFDE0669-002 01/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 41.30	28.97

 SHEE0019-021 07/01/2020

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 33.63	40.60

 SUDE2014-005 01/20/2016

	Rates	Fringes
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 33.96	0.00
OPERATOR: Bulldozer.....	\$ 25.89	0.00
OPERATOR: Crane.....	\$ 32.40	18.27
PAINTER (Brush and Roller).....	\$ 38.80	0.91
PLUMBER.....	\$ 47.73	18.40
ROOFER (Installation of Metal Roofs Only).....	\$ 39.09	30.77
ROOFER, Excludes Installation of Metal Roofs.....	\$ 27.98	27.90
TILE FINISHER.....	\$ 35.40	4.31
TILE SETTER.....	\$ 57.98	1.11

 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
 =====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

End of Document