

<b>SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)</b>	1. SOLICITATION NUMBER  36C24425R0010	2. TYPE OF SOLICITATION  <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES  1      17
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER 503-25-103
7. ISSUED BY Department of Veterans Affairs Regional Procurement Office East NCO 4 Attn: Lakeisiha Davenport, CS 1010 Delafield Rd. Bldg 32 Pittsburgh PA 15215	CODE 36C244	8. ADDRESS OFFER TO See attached delivery schedule
9. FOR INFORMATION CALL:	a. NAME Lakeisiha Davenport	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 412-822-3777

**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)

Altoona MATOC Solicitation for Project 503-25-103 "Repair Building 1 Sprinkler Main." Contractor shall completely prepare site for building operations, including demolition and removal of existing structures, and furnish labor and materials and perform work for Repair Building 1 Sprinkler Main as required by drawings and specifications. The VA Medical Center, 2907 Pleasant Valley Blvd., Altoona, PA 16602.

This project is being solicited only to MATOC contractors that have a Multiple Award Task Order Contracts (MATOC) for the Altoona VA Medical Center. This request for proposal (RFP) will result in a stand-alone task order that will be incorporate in the terms and conditions from your base contract and requires your signature. The North American Industry Classification System (NAICS) Code is 236220 Size Standard is \$45.0 Million

This Request for Proposal is being issued pending the availability of funds. No task order will be awarded until appropriated funds are made available to the Contracting Officer. When funding becomes available, this solicitation will result in an award of a Firm Fixed Price task order against your MATOC contract. Only one award will be made if pricing is determined to be fair and reasonable.

Period of performance is 180 days after NTP.

Liquidated Damages apply to this Task Order. The Contractor shall pay liquidated damages to the Government in the amount of \$560.00 for each calendar day of delay until the work is completed or accepted.

Wage determination Altoona PA 20240077 dated 7-19-2024 shall be used for the life of the award.

Please ensure you complete information inside the body of VAAR 852.219-75. Failure to do so will result in being removed from consideration of award.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>180</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See <u>52.211-10</u> ).	
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 type="checkbox"/> YES <input checked="" type="checkbox"/> NO	12b. CALENDAR DAYS  10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 10:00am EST (hour) local time \_\_\_\_\_ (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.
- An offer guarantee  is,  is not required.
- 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.
- Offers providing less than 150 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 36C244 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
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**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.
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30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print) Jeffrey Pruett Contracting Officer		
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. AWARD DATE

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### A.3 PRICE/COST SCHEDULE

#### ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	503-25-103 Repair Building 1 Sprinkler Main  Contractor shall completely prepare site for building operations, including demolition and removal of existing structures, and furnish labor and materials and perform work for Repair Building 1 Sprinkler Main as required by drawings and specifications. PRINCIPAL NAICS CODE: 236220 - Commercial and Institutional Building Construction PRODUCT/SERVICE CODE: Z2DA - Repair or Alteration of Hospitals and Infirmarys	1.00	JB		
<b>GRAND TOTAL</b>					

### A.4 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION	QUANTITY	DELIVERY DATE
0001	503-25-103 Department of Veterans Affairs Repair Building 1 Altoona VAMC Sprinkler Main 2907 Pleasant Valley Blvd. Altoona, PA 16602 USA	1.00	180 Days After NTP
	INSTRUCTIONS: 503-25-103 Repair 1 Sprinkler Main		

## A.5 STATEMENT OF WORK

**Project:** Repair Building 1 Sprinkler Main  
**Location:** Building 1, James E. Van Zandt VA Medical Center, Altoona, PA  
**Project #:** 503-25-103  
**Completion time:** 180 calendar days

It is anticipated that this project will be requested for proposal. Guarantee Period Services are not included.

**Project Description:**

The Contractor shall provide all necessary tools, labor, materials, equipment, permits, license, and supervision for “Repair Building 1 Sprinkler Main”, Project Number 503-25-103, located at the James E. Van Zandt VA Medical Center in Altoona, PA, in accordance with the drawings and specifications. Work includes the following:

**Demolition:** Partial demolition of sprinkler line.

**Construction:** Install new valves, fittings and flanges.

A detailed Statement of Work is provided within the Specification and Drawing package.

**Anticipated Trades:** Laborers, Plumbers.

Project will repair the main sprinkler line located in the sub-basement of building 1.

# INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

## INSTRUCTIONS AND REQUIREMENTS TO OFFERORS

### 1. PROPOSAL DUE DATE AND PRE-PROPOSAL CONFERENCE:

- (a) Pricing shall be submitted utilizing the Price Schedule, Continuation of SF 1442. Offerors are urged to type or print pricing legibly.
- (b) A formal site visit is scheduled for this solicitation on **October 24, 2024 at 9:00 AM EST**. See Federal Acquisition Regulation (FAR) Clause 52.236-27 for information. **LOCATION:**

Altoona VA Medical Center  
2907 Pleasant Valley Blvd  
Altoona, PA 16602  
Meet at FMS Bldg. Conference Room with Mr. Allen Hosko

- (c) **Proposals are to be emailed as follows:**

[Jeffrey.Pruett@VA.GOV](mailto:Jeffrey.Pruett@VA.GOV) and [Lakeisiha.Davenport@va.gov](mailto:Lakeisiha.Davenport@va.gov)

- (d) **Proposals are Due** on **November 7, 2024 at 10:00 A.M. EST**
- (e) **Pennsylvania Tax Exemption Form for Construction**: This exemption is used for the purchase of building machinery and equipment for construction. The exemption form will be provided to the Prime contractor at the time of award for subcontractors and suppliers, to prevention of PA sales tax and subsequently alleviate the govt to paying Sales Tax on these items. This form is to be utilized for this solicitation and subsequent award only.

The exemption is limited to the following types of machinery and equipment:

- A. Air conditioning limited to heating, cooling, purification, humidification, dehumidification, and ventilation
- B. Electrical (not including wire, conduit, receptacle and junction boxes);
- C. Plumbing (not including pipes, fittings, pipe supports and hangers);
- D. Communications limited to voice, video, data, and sound;
- E. Alarms limited to fire, security, and detection;
- F. Control systems limited to energy management, traffic, and parking lot and building access
- G. Medical systems limited to diagnosis and treatment, medical gas, nurse call, and doctor paging
- H. Laboratory system;
- I. Cathodic protection system;
- J. Furniture, cabinetry, and kitchen equipment.

The term "building machinery and equipment" shall include boilers, chillers, air cleaners, humidifiers, fans, switchgear, pumps, telephones, speakers, horns, motion detectors, dampers, actuators, grills, registers, traffic signals, sensors, card access devices, guardrails, medical devices, floor troughs and grates, and laundry equipment, together with integral coverings and enclosures.

The term "building machinery and equipment" shall not include guardrail posts, pipes, fittings, pipe supports and hangers, underground tanks, wire, conduit, receptacle and junction boxes, insulation, ductwork, and covering thereof.

## 2. FORMAL COMMUNICATION, OFFEROR EXPLANATIONS:

a. Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, proposals, drawings, specifications, etc. must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offer.

b. **Technical Questions:** Questions of a technical nature must be provided in writing and shall be submitted by prospective Offerors to attention: Jeffrey Pruett. Questions shall be submitted only via e-mail to: [Jeffrey.Pruett@va.gov](mailto:Jeffrey.Pruett@va.gov) and [Lakeisiha.Davenport@va.gov](mailto:Lakeisiha.Davenport@va.gov). The subject line must read: **Solicitation 36C24425R0010 - Technical Questions**. Oral questions of a technical nature are not acceptable due to the possibility of misunderstanding or misinterpretation. Furthermore, only questions received from Prime/General contractors will be replied to. All questions must be received no later than **1:00 P.M. EST, October 31, 2024**. No telephone request will be honored. Any questions received after this time will NOT be considered and a response will NOT be given.

c. Receipt of amendments by the offeror must be acknowledged in the space provided on the SF 1442 or by returning a signed copy of the amendment by the time set for receipt of proposals. Explanations or instructions given in a form other than an amendment to the solicitation shall not be binding.

d. Requests for clarifications and information concerning this solicitation will be accepted from General/Prime contractors only and must be submitted in writing by email to the contracting officer at the email addresses shown below.

Reference No. **36C24425R0010**

Email: [Jeffrey.pruett@va.gov](mailto:Jeffrey.pruett@va.gov) and [Lakeisiha.Davenport@va.gov](mailto:Lakeisiha.Davenport@va.gov)

3. The magnitude of construction is Less than \$25,000.00.

4. In accordance with Contract Clause 52.228-15, Contractors are reminded that any amount awarded over \$250,000 shall require both Payment and Performance Bonds. Any amount awarded over \$35,000 shall require a Payment Bond. Bonds are due not later than 10 days after award.

5. Liquidated damages apply to this solicitation and subsequent task order in the amount of \$560.00 a day.

6. **PROPOSAL ACCEPTABILITY:** Offerors are cautioned to strictly comply with all instructions within this solicitation to ensure submission of a complete proposal. Failure to furnish a complete proposal, at the time of proposal submission, may result in the proposal being unacceptable to the

Government and eliminated from consideration for award. The offeror is hereby advised that its proposal is presumed to represent its best and final offer in response to this solicitation.

**7. SAFETY AND EXPERIENCE MODIFICATION RATE:** All Offeror's shall submit the following information pertaining to their past Safety and Environmental record. The information shall contain, at a minimum, a certification that the offeror has no more than three (3) serious, or one (1) repeat or one (1) willful OSHA or any EPA violation(s) in the past three years.

**8. CLARIFICATIONS:** Offeror may, at the discretion of the Government, be asked to provide information for clarification purposes regarding their proposal. Request for such clarification information DOES NOT constitute discussions.

**9. ENFORCEABILITY OF PROPOSAL:**

a. The proposal must set forth full, accurate and complete information as required by this solicitation. The Government will rely on such information in the award of a contract. By submission of the offer, the Offeror agrees that all items proposed (if applicable e.g., key personnel, subcontractors, plans, etc.) will be utilized for the duration of the contract and any substitutions will require prior Contracting Officer's approval.

b. The offeror shall be held responsible for the validity of all information supplied in his/her proposal, including that provided by potential subcontractors. Should subsequent investigation disclose that the fact and conditions were not as stated, the proposal may be rejected.

c. The Government reserves the right to reject any or all proposals at any time prior to award if such action is in the Government's best interest.

d. Service-Disabled Veteran Owned Businesses (SDVOSB) will be checked for eligibility through the applicable **VIP and SAM** databases. Offerors must be in both data bases at time of proposal due date.

**10. DETERMINATION OF RESPONSIBILITY:** A Determination of Responsibility will be accomplished for the apparent awardee prior to processing the award. The above information, along with other information obtained from Government systems, such as the OSHA and EPA online inspection history databases will be used to make the Determination of Responsibility. Failure to affirm being within the guidelines above may result in a determination of "Non-Responsibility" for the offeror. Failure to submit this information may result in a determination of "Non-Responsive" for the offeror. **NOTE:** Any information received by the Government that would cause for a negative Determination of Responsibility may make the offeror ineligible for award.

Failure to furnish the required information above will be considered as Non-Responsive and will be cause for rejection and made ineligible for award.

**11. PROPOSAL EVALUATION:** Proposals will be evaluated for lowest price to the government and award will be made to the lowest offeror whose proposal is in conformance of this solicitation and is deemed fair and reasonable.

**12. PRIVACY TRAINING:**

All Contractors must receive Privacy training annually using one of the following methods:

- Complete "VA Privacy Training for Personnel without Access to VA Computer Systems or Direct Access to or Use to VA Sensitive Information" training by using VA's TMS system(<https://www.tms.va.gov/SecureAuth35/>). Contractors may use the TMS Managed Self Enrollment method to complete the training in TMS. The COR must ensure that all contractors are validated in the PIH domain.



- Complete the hard copy version of “VA Privacy Training for Personnel without Access to VA Computer Systems or Direct Access to or Use to VA Sensitive Information”. Signed training documents must be submitted to the COR.

Training must be completed prior to the performance of the contract and annually thereafter. Proof of training completion must be verified and tracked by the COR.

## **2.1 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of Provision)

## **GENERAL CONDITIONS**

### **4.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within 180 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 180 days. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

### **4.2 52.211-12 LIQUIDATED DAMAGES—CONSTRUCTION (SEPT 2000)**

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$560.00 for each calendar day of delay until the work is completed or accepted.

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

(End of Clause)

### **4.3 VAAR 852.242-70 GOVERNMENT CONSTRUCTION CONTRACT ADMINISTRATION (OCT 2020)**

(a) Contract administration functions set forth in FAR 42.302 are hereby delegated to:

Department of Veterans Affairs  
NCO4 VA Pittsburgh  
Regional Procurement Office East NCO 4  
Attn: Lakeisiha Davenport  
Delafield Road Bldg. 32  
Pittsburgh, PA 15215

(b) The following functions will be retained by the Contracting Officer or Administrative Contracting Officer (ACO) and are not redelegable to Resident Engineers:

(1) Award of contract modifications either through supplemental agreements or change orders that exceed the ACO's appointed warrant limitations.

(2) Issuance of default letters.

(3) Issuance of Cure or Show-Cause Notices.

(4) Suspension of work letters and/or modifications.

(5) Issuance of Contracting Officer final determination letters.

(6) Issuance of termination notices.

(7) Authorization of final payment.

(c) The work will be under the direction of a Department of Veterans Affairs Contracting Officer, who may designate another VA employee to act as resident engineer at the construction site who possesses limited warranted authority.

(d) Except as provided below, the resident engineer's directions will not conflict with or change contract requirements. Within the limits of any specific authority delegated by the Contracting Officer, the resident engineer may, by written direction, make changes in the work. The Contractor shall be advised of the extent of such authority prior to execution of any work under the contract.

(e) The Contracting Officer or an Administrative Contracting Officer identified in paragraph (a) may further delegate limited authority and specialized support services responsibilities below to the following warranted Resident Engineer personnel on site, not to exceed the dollar value and threshold of their warrant:

Department of Veterans Affairs  
Regional Procurement Office East NCO 4  
NCO 4 Construction Team West

Pittsburgh, PA 15215

(1) Conduct post-award orientation conferences.

(2) Issue administrative changes (see FAR 43.101) correcting errors or omissions, contractor address, facility or activity code, remittance address, computations which do not required additional contract funds, and other such changes.

(3) For actions not to exceed negotiate and execute supplemental agreements resulting from change orders issued under the Changes clause.

(4) Negotiate and execute supplemental agreements changing contract delivery schedules where the time extension does not exceed calendar days.

(End of Clause)

#### **4.4 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION)**

(a) *Definition.* for the Department of Veterans Affairs, “*Service-disabled Veteran-owned small business concern or SDVOSB*”:

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled Veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled Veterans or eligible surviving spouses (see VAAR 802.201, Surviving Spouse definition);

(ii) The management and daily business operations of which are controlled by one or more service-disabled Veterans (or eligible surviving spouses) or, in the case of a service-disabled Veteran with permanent and severe disability, the spouse or permanent caregiver of such Veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document;

(iv) The business has been certified for ownership and control pursuant to 38 U.S.C. 8127, 13 CFR 128, and is listed as certified in the SBA certification database at <https://veterans.certify.sba.gov/>; and

(v) The business agrees to comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size, government contracting, and the Veteran Small Business Certification Program at 13 CFR parts 121, 125, and 128.

(2) The term “Service-disabled Veteran” means a Veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(3) The term “small business concern” has the meaning given that term under section 3 of the Small Business Act (15 U.S.C. 632).

(4) The term “small business concern owned and controlled by Veterans with service-connected disabilities” has the meaning given the term “*small business concern owned and controlled by service-disabled veterans*” under section 3(q)(2) of the Small Business Act (15 U.S.C. 632(q)(2)).

(5) The term “*SDVOSB participant*” or *certified SDVOSB* means a small business that has been certified in the SBA Veteran Small Business Certification Program and listed in the SBA certification database (see 13 CFR 128.102).

(b) *General*. In order for a concern to submit an offer and be eligible for the award of an SDVOSB set-aside or sole source contract, the concern must qualify as a small business concern under the size standard corresponding to the NAICS code assigned to the contract and be listed as an SDVOSB participant in the SBA certification database as set forth in 13 CFR 128.

(1) Offers received from entities that are not certified SDVOSBs and listed in the SBA certification database at the time of offer shall not be considered.

(2) Any award resulting from this solicitation shall be made to a certified SDVOSB listed in the SBA certification database who is eligible at the time of submission of offer(s) and at the time of award.

(3) The requirements in this clause apply to any contract, order or subcontract where the firm receives a benefit or preference from its designation as an SDVOSB, including set-asides, sole source awards, and evaluation preferences.

(c) *Representation.* Pursuant to 38 U.S.C. 8127(e), only certified SDVOSBs listed in the SBA certification database are considered eligible to receive award of a resulting contract. By submitting an offer, the prospective contractor represents that it is an eligible and certified SDVOSB as defined in this clause, 13 CFR 121, 125, and 128, and VAAR subpart 819.70.

(d) *Agreement/LOS certification.* When awarded a contract action, including orders under multiple award contracts, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size, and government contracting programs at 13 CFR part 121 and part 125, including the non-manufacturer rule and limitations on subcontracting (LOS) requirements in 13 CFR 121.406(b) and 13 CFR 125.6. For the purpose of limitations on subcontracting, only certified SDVOSBs listed in the SBA certification database (including independent contractors) shall be considered eligible and/or “similarly situated” (i.e., a firm that has the same small business program status as the prime contractor). An otherwise eligible firm further agrees to comply with the required LOS certification requirements in this solicitation (see 852.219–75 or 852.219–76 as applicable). These requirements are summarized as follows:

(1) *Services.* In the case of a contract for services (except construction), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance to firms that are not certified SDVOSBs listed in the SBA certification database (excluding direct costs to the extent they are not the principal purpose of the acquisition and the SDVOSB/ VOSB does not provide the service, such as airline travel, cloud computing services, or mass media purchases). When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

(2) *Supplies/products.*

(i) In the case of a contract for supplies or products (other than from a non-manufacturer of such supplies), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not certified SDVOSBs listed in the SBA certification database. When a contract includes both supply and services, the 50 percent limitation shall apply only to the supply portion of the contract.

(ii) In the case of a contract for supplies from a non-manufacturer, the SDVOSB prime contractor will supply the product of a domestic small business manufacturer or processor, unless a waiver as described in 13 CFR 121.406(b)(5) has been granted. Refer to 13 CFR 125.6(a)(2)(ii) for guidance pertaining to multiple item procurements.

(3) *General construction.* In the case of a contract for general construction, the SDVOSB prime contractor will not pay more than 85% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not certified SDVOSBs listed in the SBA certification database.

(4) *Special trade construction contractors.* In the case of a contract for special trade contractors, no more than 75% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, may be paid to firms that are not certified SDVOSBs listed in the SBA certification database.

(5) *Subcontracting.* An SDVOSB subcontractor must meet the NAICS size standard assigned by the prime contractor and be certified and listed in the SBA certification database to count as similarly situated. Any work that a first tier SDVOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, the cost of materials is excluded and not considered to be subcontracted. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the portion of the contract with the preponderance of the expenditure upon which the assigned NAICS is based. For information and more specific requirements, refer to 13 CFR 125.6.

(e) *Required limitations on subcontracting compliance measurement period.* An SDVOSB shall comply with the limitations on subcontracting as follows:

By the end of the base term of the contract or order, and then by the end of each subsequent option period; or

By the end of the performance period for each order issued under the contract.

(f) *Joint ventures.* A joint venture may be considered eligible as an SDVOSB if the joint venture complies with the requirements in 13 CFR 128.402 and the managing joint venture partner makes the representations under paragraph (c) of this clause. A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

(g) *Precedence.* The VA Veterans First Contracting Program, as defined in VAAR 802.101, subpart 819.70, and this clause, takes precedence over any inconsistencies between the requirements of the SBA Veteran Small Business Certification Program and the VA Veterans First Contracting Program.

(h) *Misrepresentation.* Pursuant to 38 U.S.C. 8127(g), any business concern, including all its principals, that is determined by VA to have willfully and intentionally misrepresented a company's SDVOSB status is subject to debarment from contracting with the Department for a period of not less than five years (see VAAR 809.406–2 Causes for Debarment).

(End of Clause)

#### **4.5 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION)**

(a) Pursuant to 38 U.S.C. 8127(l)(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 certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB 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 certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB 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 certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB 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 18 U.S.C. 1001.

(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)

End of Document



ATTACHMENT

See attached document: WD ALTOONA PA20240077 7-19-24.

See attached document: Tax Exemption Station 503.

See attached document: 503-25-103-Repair Bldg. 1 Sprinkler Main - Drawings.

See attached document: 503-25-103 Combined Specifications.