

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER 36C24425R0002	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES 1 61
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER 642-22-134
7. ISSUED BY Department of Veterans Affairs Network Contracting Office 4 3900 Woodland Ave. Philadelphia PA 19104	CODE 36C244	8. ADDRESS OFFER TO c/o allan.tabliago@va.gov
9. FOR INFORMATION CALL:	a. NAME Allan Tabliago	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 732-978-0110

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)

Renovate Behavioral Health 7E/7W Nurse Station--Project No. 642-22-134

1. This procurement is a 100% Total Service-Disabled Veteran-Owned Small Business Set-Aside (SDVOSBSA) under MATOC.
2. The NAICS Code is 236220 with a Small Business Size Standard of \$45.0 Million.
3. All information contained in the parent MATOC including FAR and VAAR clauses either in full text or referenced are to be considered part of this solicitation and have the same effect as if included in this solicitation and subsequent Task Order.
4. The Contractor shall be responsible for the correct title classification of workers and compliance with all applicable wage and hour laws.
5. The project magnitude is between \$1,000,000.00 and \$2,000,000.00.
6. A scheduled site visit will take place on 19 DEC 2024, at 10:30 ET. See location details within. NO LATE ARRIVALS.
7. RFIs are due no later than 12 JAN 2025 at 10:00 Eastern Standard Time to allan.tabliago@va.gov.
8. No RFIs will be accepted beyond the RFI due date.
9. Responses will be issued by amendment.
10. All proposals are due to the Contracting Officer by (Item 13 below).
11. Faxed proposals will not be accepted. All shall be submitted by E-Mail.
12. E-mail proposals no later than submission date and timeto allan.tabliago@va.gov
13. Award will be made to the lowest proposed responsive, responsible offeror whose offer, is in conformance with this solicitation.
14. This solicitation may be cancelled, and all offers reject when it is clearly in the best interest of The Corporal Michael J. Crescenz Department of Veterans Affairs Medical Center to do so.
15. Specifications and Drawings attached.

NOTE: Failure to return a signed copy of VAAR 852.219-75 will result in a proposal not being considered for award.

11. The Contractor shall begin performance within 10 calendar days and complete it within 183 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 10
--	------------------------------

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 15:00 EST (hour) local time 01-12-2025 (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 120 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)	
CODE		16. REMITTANCE ADDRESS (Include only if different than Item 14.)	
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 3900 Woodland Ave. Philadelphia PA 19104	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	31b. UNITED STATES OF AMERICA
30c. DATE	31c. AWARD DATE
	BY

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
A.3 STATEMENT OF WORK	4
INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS.....	18
2.1 MATOC TASK ORDER GENERAL INSTRUCTIONS	18
GENERAL CONDITIONS	23
4.1 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING— CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION).....	23
4.2 VAAR 852.242-70 GOVERNMENT CONSTRUCTION CONTRACT ADMINISTRATION (OCT 2020)	24
4.3 WAGE RATES.....	26

A.3 STATEMENT OF WORK

Statement of Work for
Project No. 642-22-134
Renovate Behavioral Health 7E/7W Nurse Station at
Corporal Michael J. Crescenz VA Medical Center
3900 Woodland Avenue
Philadelphia, PA 19104

1. The Contractor shall supply all necessary tools, labor, equipment, materials, waste/scrap disposal, and supervision required to remove and replace the existing 7E/7W nurses' station and replace it with new ones. Defined and issued Bid documents (drawings and specifications) will be the basis of this construction project for Building 1 Behavioral Health 7th Floor at the Corporal Michael J. Crescenz Veteran Affairs Medical Center (CMCVAMC) located in Philadelphia, PA. Scope includes the demolition of all existing nurses' stations and reconfiguring/demolition of all affected mechanicals, floors, and existing nurses' station consoles. and systems. Existing nurse station consoles and systems will be reinstalled and activated in the new nurses' station. Baseline construction schedule required prior to construction submitted to VA Contract Officer Representative (COR) for review prior to issuance of Notice To Proceed (NTP). Material lead times must be included in the construction schedule.
 - 1.1. Demolition shall include the removal and disposal of all material pertaining to the existing nurses' station, floors, affected mechanicals, etc.
 - 1.2. Infection Control Risk Assessment (ICRA) and Safety implementations are required. ICRA implementation must be concurred with VA Contracting Officer Representative (COR), VA Construction Control Representative (CCR), ICRA representative and Safety. All ICRA violations must be addressed immediately to avoid any issuance of a STOP work. All ICRA installation performed by Certified ICRA Installers. ICRA Certification submitted and on file prior to start of construction.
 - 1.3. New nurses' station will be worked on consecutively. All closures will be tightly coordinated with the Behavioral Health Unit and VA COR. Demolition and construction timelines will be as per the Bid Documents. Contractor will be working alongside in house shop personnel taking advantage of the rare closure of the unit.
 - 1.4. All materials must be secured by the contractor prior to the commencement of construction. The contractor is responsible for storing these materials off-site in a contractor-supplied conditioned space. Once each unit is vacated, the contractor is authorized to release to the materials to the unit. The contractor is not authorized to store materials for both units. VA in-house maintenance will be performing painting and data runs in the public areas. The contractor's work cannot inhibit nor interfere with any VA in-house maintenance operations.
 - 1.5. The current nurses' station undergoing construction must be completed (activated, accepted, fully operational, and patients transferred) before the other nurse station can shut down.

- 1.6. Nurses station shutdown requires transfer of patients to the other unit. Tight coordination and concurrence with the Behavioral Unit is required.
- 1.7. Daily huddle between VA COR and or VA CCR, General Contractor (GC) Representative, and VA Shop Supervisor is required. At this huddle, a Work Breakdown summary will be handed to the VA COR or VA CCR. Certified payrolls must be submitted to VA COR at the start of the next work week.
- 1.8. At the start of each work week, a submittal of the upcoming weekly construction schedule is required. A formal updated construction progress schedule is required every two (2) weeks.
- 1.9. An in-office formal construction progress meeting at the start of each work week is required.
- 1.10. At the weekly in-office meeting, a submittal of the past weeks' certified payroll is required.
- 1.11. After the contract award and before construction, submit all required training/medical paperwork and a comprehensive baseline construction schedule.
2. In the event of any discrepancies between the drawings and specifications, specifications shall take precedence over the drawings. If conflicts still exist, the Authority Having Jurisdiction (AHJ) will decide.
3. Normal work hours are between 7:00 a.m. – 4:00 p.m. Monday through Friday. Coordinate work schedule with VA COR. Weekend and night work may be arranged through the VA COR and Project Section Supervisor, subject to VAMC operational needs. Access is available through the B Gate Entrance on Woodland Ave. Advanced notice must be given at least 3-5 days in advance to allow for access. Utility shutdowns are coordinated with the VA CCR at least two (2) weeks (10 business days) in advance to allow proper staffing and notify all affected parties. VA lockout/tagout procedures and VA permit requirements must be complied with and followed.
4. The contractor will be working in occupied buildings and will be required to conform to the Pre-Construction Risk Assessment (PCRA) and requirements in the Construction Safety Standards. The contractor shall be responsible for site security and properly installing and maintaining ICRA and Safety barriers. There are no available storage areas therefore contractor shall bring the required materials daily. Also, all ICRA doors shall be equipped with a push button cipher lock that has the capability for the VA to install a government-issued key core.
5. The contractor will be working in a sensitive area of the VA medical center, which requires all workers to have proper identification while working on the VA's premises. The VA COR shall determine which type of badging the contractor and their workers are required to get before working on site. Contractors are allowed to use PIV cards from other government facilities, but those PIV cards need to be up to date. Expired PIV cards will not be accepted.

6. All work shall be accomplished in accordance with federal, state, local, and VA guidelines, codes, and regulations. Submittal of all Certified payrolls must occur at the end of each work week. Work cannot resume until this requirement is submitted and reviewed.
7. Any damage to existing walls, ceilings, surfaces, equipment, furniture, utility lines, etc. shall be repaired to match existing conditions at no cost to the VA. The contractor shall be responsible for making these repairs at their own expense.
8. After completion of work the contractor shall return all equipment and systems to operating condition with verification from the VA COR, VA CCR AE, VA Activations, VA Shops, Interior Designers', and BH Designated Representative.
9. The contractor is responsible for the disposal of all waste and excess materials daily. The contractor shall not utilize VA waste containers to dispose of their waste and materials. The contractor shall supply the required weekly waste reports to VA CCR.
10. The contractor is responsible for clean-up of the work site daily and to remove and dispose of all trash and debris from the site.
11. At the Kickoff meeting, the contractor must submit all required paperwork (training/medical, certifications).
 - 11.1. GC must also submit their Baseline Critical Path Method (CPM) construction schedule, Project Manager, Superintendent, Foreman, Subcontractors, and their respective contact information.
 - 11.2. GC Safety Plan as well as their respective subcontractors.
 - 11.3. Material list/cut sheets.
12. Material Safety Data Sheets for all anticipated materials needed for the project.
13. A separate in-person Safety coordination meeting is required before construction can begin.
14. The Period of Performance (POP) for the entire project is 183 days from NTP issuance.
 - 14.1. Phasing: 14 days for all required paperwork, submittals, and Coordination meetings prior to the actual Start of Construction and prior to Unit closure.
 - 14.2. After Unit Closure: 70 days for the 7 East Unit even if work finishes early.
 - 14.3. 14 days for Activations (between unit shutdowns)
 - 14.4. 70 days for the 7 West Unit even if work finishes early.
15. General Performance Requirements
 - 15.1. Security
 - 15.1.1. Secure all construction areas, especially mechanical and electrical rooms against entry of unauthorized individuals including patients.

- 15.1.2. Notify the Contractor Officer's Representative (COR) for permission to work after hours and weekends. Standard work hours for the medical center are Monday – Friday, 7:00 a.m. to 3:30 p.m.
- 15.1.3. All contractors will wear, and display VA contractor badges provided by the medical center through the VA COR.
- 15.1.4. Only a limited number of keys, if necessary, will be issued to the contractor. If the Contractor loses a key, all areas that are required to be keyed for the security of the medical center, will be re-keyed at the Contractor's expense at a charge of \$50.00 per key and \$50.00 per change. All new keys required to be issued for security of the medical center will be completed at the Contractor's expense.
- 15.1.5. Ensure all doors leading to and from the construction areas are locked always to prevent access to the area from unauthorized persons.
- 15.1.6. Patient Privacy (If necessary)
 - 15.1.6.1. Before entering a patient care room, receive permission and instructions from the COR. Respect the privacy of all patient veterans. Remember, these veterans have served to protect our country.

15.2. General Safety

- 15.2.1. Follow all federal, state, and local safety and health regulations.
- 15.2.2. Maintain safety in the construction site/area in accordance with the provisions of the contract, which includes the Occupational Safety and Health Administration (OSHA) Regulations, National Electrical Codes. National Fire Protection Administration (NFPA 70), National Electric Code and NFPA 101, Life Safety Code. Work in a safe manner and take all proper precautions while performing work. Extra precautions shall be taken when working around persons occupying the building during construction.
- 15.2.3. Post appropriate signs in specific hazardous areas. Contractor to post construction warning signs at each entrance to construction area.
- 15.2.4. Keep tools, ladders, etc. away from patients to prevent injuries.
- 15.2.5. "VHA Supplemental Contract Requirements for Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors"
 - 15.2.5.1. Contractor employees who work in or travel to VHA locations must comply with the following. Documentation Requirements:
 - 15.2.5.1.1. If fully vaccinated, shall show proof of vaccination.
 - 15.2.5.1.1.1. Note:Acceptable proof of vaccination includes a signed record of immunization from a health care provider or pharmacy, a copy of the COVID-19 Vaccination Record Card(CDC Form MLS-319813_r, published on September 3, 2020), or a copy of medical records documenting the vaccination

15.2.5.1.2. If unvaccinated and granted a medical or religious exception, shall show negative COVID-19 test results dated within three calendar days prior to desired entry date. Test must be approved by the Food and Drug Administration (FDA) for emergency use or full approval. This includes tests available by a doctor's order or an FDA approved over-the-counter test.

15.2.5.1.3. Documentation cited in this section shall be digitally or physically maintained on each contractor employee while in a VA facility and is subject to inspection prior to entry to VA facilities and after entry for spot inspections by Contracting Officer Representatives (CORs) or other hospital personnel.

15.2.5.1.4. Documentation will not be collected by the VA; contractors shall, always, adhere to and ensure compliance with federal laws designed to protect contractor employee health information and personally identifiable information.

15.2.5.2. Contractor employees are subject to daily screening for COVID-19 and denied entry to VA facilities if they fail to pass screening protocols. As part of the screening process contractors may be asked screening questions found on the following website: COVID-19 Screening Tool. Regularly check the website for updates.

15.3. Security and Privacy Requirements

15.3.1. The COR is responsible for ensuring that all Contractors comply with physical security policies. COR will ensure Contractor gets required security badge. A compliant ID badge must be worn by Contractors always while on VA premises.

15.3.2. Contractor may not have access to the VA network or any VA sensitive information under this contract.

15.4. Safety Inspections:

15.4.1. The Occupational Safety & Health staff at this facility will perform Safety inspections of all contract operations. Written reports of unsafe practices or conditions will be reported to the Contracting Officers Representative (COR) and Contracting Officer for immediate attention and resolution.

15.4.2. CMCVAMC inspectors will perform continuous inspections of the work site in accordance with contract requirements. All deficiencies noted by the CMCVAMC inspectors will be reported to VA COR for contractor correction.

15.5. Fire Alarms:

15.5.1. The fire alarm system connects all buildings at this facility and is activated by various heat, duct, manual pull stations, and smoke sensors. Please survey the area in which you are working to locate the manual pull stations.

15.5.2. If in the event of a fire alarm sounding, staff to remain in their area, unless medical center personnel (Safety, Nursing or Engineering) instructs otherwise or unless a fire situation is in your area, in which case you should immediately evacuate.

15.6. Hazardous Materials:

15.6.1. Many of the operations may involve the use of hazardous materials. Prior to bringing hazardous materials on site, all Material Safety Data Sheets will be submitted to the COR for evaluation by the facilities Industrial Hygienist/Safety Representative.

15.6.2. Storage of hazardous materials within buildings will be minimal with only enough on hand to perform daily work tasks. Flammable materials will be removed from buildings at the end of the work shift daily.

15.6.3. Care must be taken to assure adequate ventilation to remove vapors of hazardous materials in use. Many of the veterans being cared for in the facility are susceptible to environmental contaminants, even when odors seem minimal. Isolate those areas where vapors are produced.

15.6.4. If chemicals become odorous, the COR and Safety Office should be contacted immediately.

15.7. Airborne Dust Control During Construction:

15.7.1. Generation of dust is of major concern within the medical center. Where operations involve the generation of dust, all efforts will be directed at eliminating airborne generated dust associated with construction.

15.7.2. The Infection Control staff will work to assist the COR in identifying and specifying all infectious control requirements that will be in effect and required during the construction activities. This includes completion of an anticipated Infection Control Risk Assessment (ICRA) permit. ICRA permit must be signed by all parties and posted at each entrance to the construction site before any work can commence.

15.7.3. Contractor is required to have a permanent manometer installed at the entrance of each construction site to validate to CMC/VAMC that the contractor is maintaining negative pressure of the Contractors' construction site to the medical center. Manometer is required to have real time continuous display. Display required to alarm visually when out of compliance. Display will provide data storage with download capability for the contractor to validate compliance to COR with ICRA approved permit. Contractor is required to provide power and data to this manometer as part of the contract.

15.7.4. All employees of contractor and subcontractors are required to have Infection Control Risk Assessment (ICRA) 8-hour Certification Class. The ICRA 8-hour course is an awareness training class covering basic procedures and policies to reduce infection contamination, communication, and documentation necessary for the topic and the various responsibilities to ensure facility construction meets the organization's contamination protocols. Contractor will submit these certificates of compliance within 30 days of project commencement for each employee and employee of all subcontractors.

15.7.5. Contractor and subcontractors that are building the infection control barriers must have an ICRA 24-hour certificate course. The ICRA 24-hour course is a best

practices class covering the proper methods to erect, maintain and dismantle ICRA barriers. Contractor to submit employee compliance to COR before any Infection Control barrier is built or within 30 days of project commencement (whichever is first).

15.7.6. No plastic will be used in separating construction area from Medical Center. Plastic barriers may be temporarily used when originally installed permanent ICRA barriers to protect the medical center from the impacts of the installation of the permanent barrier.

15.7.7. The Infection Control staff will work to assist the COR in identifying and specifying all infectious control requirements that will be in effect and required during the construction activities. This includes completion of an anticipated Infection Control Risk Assessment (ICRA) permit.

15.8. Pre-Construction. A meeting with the COR, Safety, Infection control, Contractor (including sub-contractors), and other identified parties performing the construction activities must be held prior to beginning of any work onsite. This meeting will be held to review the construction activity plans and how the contractor will address the concerns and risks identified. The meeting will also discuss the following information at a minimum as well as ensure that everyone present is familiar with their role in keeping the medical center safe:

15.8.1. Identification of the contractor site superintendent who works for the prime contractor. Provide evidence of superintendent's OSHA 30-hour certification prior to work commencement. OSHA 10 certification required for all staff of contractor and subcontractors. Provide evidence of certificate to COR prior to work commencement.

15.8.2. Identification of the contractor's Site Safety and Health Officer (SSHO) and all other project competent person(s) (CP) as defined in VA Master Specification 01 35 26 and 29 CFR 1926.

15.8.3. Identification of current applicable local, state, and federal safety and environmental regulations that are in effect and applicable during the construction activities; e.g., Occupational Safety and Health Administration (OSHA), US Environmental Protection Agency (EPA), National Fire Protection Association (NFPA), etc.

15.8.4. Identification of current applicable local and national VA safety and environmental regulations.

15.8.5. Review of the Contract Workers Safety Information as well as any other location-specific information which should be disseminated to all contractor personnel who will work onsite.

15.8.6. Review of the Pre-Construction Risk Assessment (PCRA) requirements for construction activities and completion of the permit for the project and/or project phase. The general contractor is responsible for identifying all potential construction risks as outlined in the PCRA permit. This effective planning will ensure minimal impact to the medical center.

- 15.8.7. Review of the Infectious Control Risk Assessment (ICRA) policy requirements for construction activities and completion of the permit for the project and/or project phase. The COR/RE/PM in conjunction with the infectious control staff, director or manager of the unit(s) affected, and the contractor are responsible for identifying and reviewing all potential construction risks and requirements as outlined in the ICRA permit.
- 15.8.8. Review of the medical center's Hot Work Policy and permit process
- 15.8.9. Review of the Medical Center's Confined Space Policy
- 15.8.10. Review of the medical center's Firewall/Smoke Wall Penetration Policy and permit process
- 15.8.11. Review of the medical center's Fire Alarm/Fire Sprinkler Impairment, Utility Outage, and Lock-Out/Tag-Out Policies and processes as applicable
- 15.8.12. Review of the medical center's current contract staff information safety and security requirements.
- 15.8.13. Review of any additional policies/guidelines as applicable to the contract.
- 15.9. Contact with Asbestos Containing Materials:
 - 15.9.1. Due to the age of our buildings, many contain asbestos containing materials (ACM). Past primary ACM uses in the medical center included floor tile, mastic, piping and HVAC insulation. If a worker suspects that an observed material is existing in the work area that area should be reported to the Project COR immediately and any areas containing asbestos and should not be accessed without prior abatement.
 - 15.9.2. Do not sand, drill, gouge, or otherwise disturb any recognized ACM. Contractors disturbing or releasing asbestos containing materials will be liable for all damages and cleanup costs.
 - 15.9.3. If contact with the presence of asbestos is presented, stop all work in the immediate area and immediately contact the Project COR and the COR will notify the Industrial Hygienist/Safety Office to make necessary arrangements for removal.
 - 15.9.4. In some areas, asbestos insulation has been identified on elbows between fiberglass piping insulation as patching materials among the fiberglass insulation. Fiberglass insulation used in this facility is usually yellow or pink in color, wrapped either by cloth or paper lagging.
 - 15.9.5. A complete assessment of asbestos materials and conditions are available for viewing by contacting the COR. Prior to performing work above any ceiling or starting in a new area, consult with the COR concerning existing conditions of ACM.
 - 15.9.6. Some of the areas in the facility are identified as restricted areas due to condition of ACM. These are readily labeled. Do not enter these areas unless first contacting the COR. Entry requirements to these areas are awareness of the hazards, proper

protective clothing (coveralls and respirators), and personal monitoring in accordance with OSHA requirements.

15.9.7. Submit contractor employee asbestos awareness statements for all persons working on the site prior to commencing work.

15.10. Housekeeping:

15.10.1. Protect patients and VA personnel in occupied areas from the hazards of dust, noise, construction debris and material associated with a construction environment. Keep work area clear, clean and free of loose debris, construction materials and partially installed work which would create a safety hazard or interfere with VA personnel duties and traffic.

15.10.2. Wet mop occupied areas clean and remove any accumulation of dust/debris from cutting or drilling from any surface at the end of each workday. Contractor to provide mops and buckets to keep area within their work site clean and areas outside their work site that are affected by traffic from the site.

15.10.3. Make every effort to keep dust and noise to a minimum always. Take special precautions to protect VA equipment from damage including excessive dust.

15.10.4. Maintain clear access to mechanical, electrical devices, equipment, and main corridors. This will ensure access to existing systems in the event of an emergency.

15.10.5. Clean area of all construction debris and dust upon completion of demolition and/or renovation at the end of each workday. Sticky mats must be utilized to and from the worksite.

15.10.6. During construction operations, keep existing finishes protected from damage. Cover and protect all carpets during construction. Any carpets or surfaces damaged because of construction activities will be replaced by the contractor and at the contractor's expense.

15.11. Hot Work Permits:

15.11.1. Any hot work operations including cutting, welding, thermal welding, brazing, soldering, grinding, thermal spraying, thawing pipes or any other similar activity, will require a Hot Work Permit to be obtained by the Contractor from the Safety Officer. The Contractor will be responsible for conforming to all Medical Center regulations, policies and procedures concerning Hot Work Permits as outlined below:

15.11.1.1. Prior to the performance of hot work, a request for a Hot Work Permit will be made to the Safety Department.

15.11.1.2. The COR and a representative from the Safety Office will inspect the area and ensure that the requirements of NFPA 241 and OSHA standards have been satisfied. The Hot Work Permit will be granted and will be posted in the immediate area of the work.

15.11.1.3. The Hot Work Permit will apply only to the location identified on the permit. If additional areas involve hot work, additional permits must be requested.

15.11.1.4. Upon completion of all hot work, the COR will be notified by the responsible individual to perform a re-inspection of the area.

15.11.1.5. Do not use any of the extinguishers in the medical center for standby purposes while conducting hot work. Contractors are required to supply their own Class ABC extinguishers. Medical center extinguishers are only to be used in the event of a fire.

15.12. Utility Shutdowns:

15.12.1. Contractor shall submit a request to interrupt any such services to COR, in writing, three (3) weeks in advance of proposed interruption. Request shall state reason, date, exact time of, and approximate duration of such interruption.

15.13. Penetration Permits:

15.13.1. Contractor to complete Penetration Permit prior to commencement of any penetrations in fire rated construction barriers. Close openings in smoke barriers and fire-rated construction to maintain fire ratings.

15.14. Emergency Medical Services:

15.14.1. Emergency medical services for stabilization purposes are available for contractors at this facility. For medical emergencies, dial 911 when inside any building at the University Drive and Heinz divisions. Report the nature of the emergency and location. The operator will dispatch in-house personnel or coordinate an outside emergency assistance based on the nature of the emergency.

15.15. Use of Government Owned Material and Equipment:

15.15.1. Use of Government owned material and equipment is prohibited. This includes flatbeds, etc. for delivery of materials.

15.16. Superintendent

15.16.1. Prime Contractor's Superintendent must have full authority to act for the contractor.

15.16.2. The prime contractor shall, at Notice to Proceed, designate a single site superintendent who is empowered to act on behalf of the contractor while work is being completed. The site superintendent does not necessarily need to be employed by the prime contractor but must have full authority to act for the prime contractor. At all times during the performance of this contract, including always when any contractor or sub-contractor staff are on-site, the superintendent shall be onsite to supervise and direct staff work. At all times during the performance of this contract, whether staff is onsite working, the Superintendent must be available by telephone. At the commencement of the contract and prior to beginning any construction, the contractor will supply the COR with the name and telephone

number for the superintendent. If work is found being performed without the superintendent present as noted above the COR will instruct all contractor and sub-contractor personnel to stop work and immediately leave the site until the superintendent returns. Any lost time, production, or costs associated with this shall be the responsibility of the contractor and will be done at no additional cost to the VA.

15.17. Communications:

15.17.1. Always during the performance of this contract, the Contractor's Superintendent must be available by cell phone. At the beginning of the contract and prior to commencement of any construction, Contractor to provide the COR with the cell number for the superintendent.

15.18. Parking:

15.18.1. There will be no on-site Contractor parking.

15.19. Smoking:

15.19.1. No smoking is permitted on any CMCVAMC campus.

15.20. Delivery of Materials:

15.20.1. All materials to be delivered to VA loading docks will be coordinated by the contractor. VA personnel will not receive any contractor material and the contractor will meet all deliveries at the dock to ensure receipt, custody, and removal of items from the dock so not to impact hospital function. If contractor is not present on the site to receive materials in a timely manner, the delivery will be refused and sent away to free the dock space. Extension of construction time will not be granted for refusal to receive contractor materials.

15.21. All material, equipment, etc. rendered inoperable by the new construction shall be removed and disposed off-site by the contractor.

15.22. Contractor is responsible to maintain and repair any existing construction that is damaged by Contractor's construction activities.

15.23. Environmental Protection

15.23.1. Contractors shall abide by the facilities Green Environmental Management System (GEMS) policies and procedures. Contractors shall use recycled content products and bio-based materials when possible and provide an estimate of the percentage of materials with recycled content that will be used on the awarded projects. Contractors are required to certify that all personnel and subcontractors have received Resource Conservation and Recovery ACT (RCRA) training. Contractors shall recycle all possible recyclable materials and report the total quantity of recycled and total quantity of waste removed during the projects. Reporting frequency will be set by the Contracting Officer.

15.24. Hazardous Material Storage & Use:

- 15.24.1. The contractor shall establish hazardous material (HM) storage and distribution system when HM is to be used. All HM required to support the contract shall be reported to the Green Environmental Management System (GEMS) Coordinator using the Contractor HM Identification Form. The Contractor HM Identification Form will be provided to the Contractor at or prior to the Pre-Construction meeting. Additional HM needed by the contractor shall be identified to the Contracting Officer's Representative for approval by the HMP.
- 15.24.2. The contractor planning to use HM for the work must register with the GEMS prior to start of work to support the installation's compliance with Executive Order 12856, Federal Compliance with Right-to-Know Laws and Pollution Prevention Requirements.
- 15.24.3. The contractor shall maintain Contractor HM Identification Form for HM on the job site for inspection/verification.
- 15.24.4. Contracting Officer's Representative (COR) will verify that the Hazardous Material (HM) submitted for use is the only HM in use on the job site.
- 15.24.5. Contractor shall provide to the Green Environmental Management Systems Coordinator.
- 15.24.6. A list of each material and quantity of material for all proposed HM. Hazardous Material (HM) shall mean any item that is:
 - 15.24.6.1. A health hazard or physical hazard as defined in 29 CFR, 19 10.1200(c).
 - 15.24.6.2. Regulated in its disposal by EPA less than 40 CFR.
 - 15.24.6.3. Hazardous as defined by DOT regulations less than 49 CFR.
 - 15.24.6.4. Hazardous as defined by the Dangerous Goods Regulations of the International Air Transport Association.
 - 15.24.6.5. A safety data sheet (SDS) for each item on the list.
 - 15.24.6.6. The contractor shall establish his/her own HM storage and issue location that complies with federal, state and local environmental regulations. Materials issued shall be tracked for quantities used. Unused materials shall be inventoried and removed from the VAMC Facilities prior to close out of the contract or expiration date of the HM. Reports of materials delivered, used and removed from the installation shall be submitted to the Contracting Officer monthly and prior to contract close out.
 - 15.24.6.7. The contractor shall comply with all federal, state, and local environmental standards.
 - 15.24.6.8. The Facility (GEMS) coordinator shall be notified and accompany the Contracting Officer, Facility Engineer and other responsible parties i.e., COR, etc., on all project close out inspection to ensure all used/unused HM was removed from the installation.
- 15.25. Hazardous Waste (HW) Requirements:

15.25.1. General:

15.25.1.1. This section includes the handling of all hazardous waste (HW) as generated by the contractor or government hazardous waste encountered by the contractor during this contract.

15.25.2. Non-Hazardous Waste:

15.25.2.1. The contractor is responsible for the disposal of all non-hazardous waste.

15.25.3. Contractor Hazardous Waste:

15.25.3.1. This shall include any hazardous waste that is a result of the use of hazardous materials (HM) and through leakage or spills. Pennsylvania regulations define any spills or leakage of oils (fuel) as hazardous waste. Contractor shall be fully responsible for the use, reporting and disposal of this material or waste, in accordance with all Federal, State and local regulations. The contractor shall provide a copy of his/her registration with the state Department of Environmental Protection (DEP) for the Northwest region/Environmental Protection Agency (EPA) ID number; hazardous waste transporter's name and copy of their license or permit to transport hazardous waste; and the Treatment, Storage, and Disposal Facility (TSDF) name and copy of their license, permit, or interim status from EPA to receive hazardous waste.

15.25.3.2. Notification Requirements:

15.25.3.2.1. The contractor shall notify the COR before the start of work, if they will be generating HW and when generation of HW will commence. This should be annotated on the PCRA plan as part of the review and approval process by COR.

15.25.3.3. While the EPA and the Commonwealth of Pennsylvania permit the use of accumulation sites (Ref: 40 CFR 262.34) local authorization is required prior to establishing such a site. This approval is obtained from the Green Environmental Management System Office after a favorable joint review conducted by the (GEMS) Coordinator, The Safety Manager, The COR, and the Contracting Officer.

15.26. Scope Performance Requirements:

15.26.1. Instruct personnel that work performed under this contract, shall comply with the following procedures:

15.26.1.1. At least 14 days prior to delivery, the Contractor shall contact the COR or designee so that the VA will be aware of the Contractor's arrival date/time to ensure delivery routes are coordinated with the medical center operations.

15.26.1.2. The contractor will ensure all personnel required for set up and equipment to be used on site are available at the appointed time of start date/time on site.

15.27. Emergency Telephone Numbers:

15.27.1. The Contractor shall provide to each COR cellular numbers, to summon assistance in case an emergency develops. This information shall be provided in writing to the COR, prior to the contract start date.

15.27.2. Injury or Accident calendar:

15.27.2.1. Contractor shall submit to COR a written report to the VAMC within two (2) calendar days of any incident of a major malfunction, accident or injury involving elevator and personnel. The report shall state the cause, what and when repairs and tests were or are to be made to correct the cause of the incident.

15.28. Qualification of Contractor Employees:

15.28.1. The contractor at the contractor's expense will obtain all necessary permits, and licenses for delivery and piping, trenching equipment, parts, and proper site setup.

15.28.2. Supervision - The Contractor is required to submit certification of completion of OSHA 30 training certificate. The Contractor or their on-site supervisors shall always be available when the contract work is in progress to receive notices, reports, or request from the Contracting Officer or the COR.

15.28.3. The Contractor shall provide to the COR documentation of the certificates of training, licenses, and permits for all new employees not later than seven (7) days prior to that person beginning work under the terms of this contract. The Contractor shall insure that all certificates of training, licenses, permits, and bonds are current and valid. All offers must include documentation and proof of the above certifications and qualifications for each employee.

15.28.4. Invoices and Payment:

15.28.4.1. Invoices will be submitted to the Government office designated in the solicitation and include the original and one copy.

15.28.4.2. All invoices must accompany a work summary breakdown and a snapshot of schedule report and cost associated with progress.

15.28.4.3. If schedule shows delays provide a narrative and a plan to mitigate such delays.

=====

----END OF STATEMENT OF WORK----

INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

2.1 MATOC TASK ORDER GENERAL INSTRUCTIONS

Part A: General information

This procurement is a 100% Total Service-Disabled Veteran Owned Small Business (SDVOSB) Set-Aside under MATOC. Only documents requested in Part C will be reviewed. All submissions and communication will be conducted electronically via email.

RFIs to be submitted to: allan.tabliago@va.gov by the date and time identified in Block 10, Item 7 of the SF1442.

Part B: Proposal Materials

A formal solicitation will be provided via email to eligible MATOC Contractors. It is the responsibility of the MATOC contractor to ensure the Government has current contact information. Materials may consist of RFP form 1442, a written statement of work, drawings, specifications, and any issued Amendments. The Government reserves the right to determine proposal materials for each Task Order and may provide more or less than the aforementioned materials.

Part C: Proposal Submissions

The Following documents must be returned to the contracting office.

1. Completed 1442 with blocks 30 A, B, and C signed and dated.
2. Acknowledgement of any and all amendments in Blocks 19, 20A, 20B, and 20C on the SF1442. **NOTE Submission of signed SF-30's is not required in final proposals. Please acknowledge amendments by completing blocks 19, 20A, 20B, and 20C.**
3. completed cost/price schedule.
4. Signed VAAR Clause 852.219-75
5. Signed A1 calculation worksheet for self-performed and subcontracted work.

Part D: MATOC Information

All clauses contained in the MATOC are considered to be part of this solicitation and hold the same effect as if listed in this solicitation and subsequent contract.

ENTER YOUR MATOC CONTRACT NUMBER

Part F: Calculation Worksheet for Self-Performed and Subcontracted Work**A.1 - CALCULATION WORKSHEET FOR SELF-PERFORMED AND SUBCONTRACTED WORK****1. CALCULATION OF SELF-PERFORMED/SUBCONTRACTED WORK**

Offerors for General Construction (NAICS code 236220) must provide at least 15 percent (25% for specialty trade NAICS codes) of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns. Provide a breakdown of material and personnel costs, by specification division listed for the project. Home Office overhead, profit/fee and bond costs shall be added after a subtotal of personnel and material/Equipment costs has been calculated. Clearly identify the personnel costs you will be performing, and the personnel costs of other eligible Service-Disabled Veteran-Owned small business concerns. Below is a suggested format:

Specification Division	SDVOSB Vendor (Y or N)	Personnel Cost	Material/Equipment Costs
Division 01		\$	\$
Division 02		\$	\$
Division 03		\$	\$
(Add additional lines as necessary for each Division applicable to this project)		\$	\$
		\$	\$
		Sub Total (Personnel Costs, Material/Equipment Costs)	\$
		Profit	\$
		Home Office Overhead	\$
		Bond	\$
		Grand Total	\$

2. Calculation of self-performed personnel costs:

Item No.	Cost	Subtotal
1	Total personnel costs * both prime and all subcontractors:	\$
2	Subtract all subcontractor personnel costs* that are not SDVOSB companies that will perform work on this contract:	\$
3	Remainder is 'Total amount of work to be self-performed under the Contract':	\$
4	Total Self-performed work = Line 3/Line 1 x 100 =	%

*personnel costs include laborers, mechanics, other tradesmen, and office personnel directly charged to the project (includes project manager, job superintendent, administrative, estimators, etc.)

I certify the above representations are true and correct to the best of my knowledge.

Signature of Authorized
Representative

Print Name

Date

Title of Authorized
Representative

Part G: Cost/Price Schedule

The Government intends to award a contract to the responsive/responsible offer for line item 0001 to achieve the best value for the Government.

ITEM 0001 Base Price- The contractor shall provide all labor, supplies, and transportation necessary for the completion of the attached statement of work (SOW). All work will be done at the CMCVAMC located at 3900 Woodland Ave, Philadelphia, PA 19104.

Item No.	Description	Service	Quantity	Unit	Cost
0001	Base Price Lump Sum	Construction	1.0	Job	\$

Contract Type: Firm Fixed Price (FFP)

FOB: Destination

Basis for Award:

FOR THE PURPOSE OF THIS TASK ORDER THE BASIS FOR THE AWARD IS, THE LOWEST PROPOSED RESPONSIVE, RESPONSIBLE PRICE RECEIVED IN RESPONSE TO THIS SOLICITATION.

No discussions are expected to be necessary. However, the Government reserves the right to conduct discussions at the discretion of the contracting officer.

Part H: Other clauses and provisions

PERFORMANCE & PAYMENT BONDS: In accordance with FAR 28.102-1 and Contract Clause 52.228-15, offerors are reminded that any award amount over \$30,000 shall require a Payment Bond (or other acceptable protection - see clause FAR 52.228-13), and awards exceeding \$150,000 shall require both Payment and Performance Bonds. All bonds are due no later than 10 calendar days after award.

AFFIRMATIVE ACTION GOALS AND GEOGRAPHICAL AREA (reference FAR 52.222-23):

Goals for Minority Participation for each trade: 17.2%

Goals for Women Owned Business Participation for each trade: 6.9%

The Geographical covered area for this solicitation (project): Philadelphia County, PA

METRIC PRODUCTS: Products manufactured to metric dimensions will be considered on an equal basis with those manufactured using inch/pound units, providing they fall within the tolerances specified using conversion tables contained in the latest revision of Federal Standard No. 376B, and all other requirements of this document are met. If a product is manufactured to metric dimensions and those dimensions exceed the tolerances specified in the inch/pound units, a request should be made to the contracting officer to determine if the product is acceptable. The contracting officer, in concert with the Contracting Officer's Representative, will accept or reject the product, (reference VA Handbook 0100, Metrics).

RESPONSIBILITY REQUIREMENTS:

A responsibility check will be accomplished for the apparent awardee prior to award. By submission of an offer and at time of award, interested firms acknowledges the requirements that a prospective awardee must be in the System for Award Management (SAM) database and qualified as a small business under NAICS 236220. Lack of registration in the SAM database will make a contractor ineligible for award. Active exclusions on SAM may result in the offeror being determined ineligible for award. Active registration on SBA Veteran Small Business Certification (VetCert) is required at submission of offer and at time of award. Inactive registration on SBA VetCert may result in the offeror being determined ineligible for award. Any information retrieved or received by the Government that would be cause for negative or unsatisfactory responsibility rating may result in the offeror being determined ineligible for award.

REFERENCES TO VA ENGINEER, RESIDENT ENGINEER, SENIOR RESIDENT ENGINEER, OR PROJECT MANAGER:

Any reference contained within solicitation documents such as specifications and drawings to VA Engineer, Resident Engineer, Senior Resident Engineer, Project Manager, or their abbreviations are to instead be read as and substituted with 'Contracting Officer's Representative' (COR).

GENERAL CONDITIONS

4.1 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)

4.2 VAAR 852.242-70 GOVERNMENT CONSTRUCTION CONTRACT ADMINISTRATION (OCT 2020)

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

Contracting Officer

Department of Veterans Affairs
Network Contracting Office 4
3900 Woodland Ave.

Philadelphia, PA 19104

(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:

N/A

(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 require additional contract funds, and other such changes.

(3) For actions not to exceed \$0.00 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 0 calendar days.

(End of Clause)

4.3 WAGE RATES

"General Decision Number: PA20240003 12/06/2024

Superseded General Decision Number: PA20230003

State: Pennsylvania

Construction Type: Building

County: Philadelphia County in Pennsylvania.

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 |. Executive Order 14026
|
|into on or after January 30, | generally applies to the
|
|2022, or the contract is | contract.
|
|renewed or extended (e.g., an |. The contractor must pay
|
|option is exercised) on or | all covered workers at
|
|after January 30, 2022: | 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|. Executive Order 13658
|

|or between January 1, 2015 and| generally applies to the
|
|January 29, 2022, and the | contract.
|
|contract is not renewed or |. The contractor must pay
all|
|extended on or after January | covered workers at least
|
|30, 2022: | \$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	01/12/2024
2	01/19/2024
3	02/23/2024
4	05/10/2024
5	05/17/2024
6	05/24/2024
7	05/31/2024
8	06/21/2024
9	07/26/2024
10	09/06/2024
11	10/11/2024
12	10/18/2024
13	11/01/2024
14	12/06/2024

	Rates	Fringes
Asbestos Workers/Insulator		
Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....	\$ 59.37	45.78

BOIL0013-001 01/01/2024

	Rates	Fringes
BOILERMAKER.....	\$ 52.10	35.38

BRPA0001-006 05/01/2024

	Rates	Fringes
BRICKLAYER.....	\$ 48.70	31.61

BRPA0001-008 05/01/2024

	Rates	Fringes
TILE SETTER.....	\$ 51.36	30.02

BRPA0001-011 05/01/2024

	Rates	Fringes
MASON - STONE.....	\$ 48.40	31.95

BRPA0001-015 05/01/2024

	Rates	Fringes
Pointer, caulker and cleaner.....	\$ 50.00	30.70

* CARP0158-001 05/01/2024

	Rates	Fringes
Carpenter/Lather.....	\$ 54.13	29.78

* CARP0219-005 05/01/2024

	Rates	Fringes
MILLWRIGHT.....	\$ 53.54	36.94

* CARP0251-001 05/01/2024

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 55.07	31.33

* CARP0474-004 05/01/2024

	Rates	Fringes
PILEDRIVERMAN.....	\$ 47.50	43.42

ELEC0098-003 05/02/2022

	Rates	Fringes
--	-------	---------

ELECTRICIAN.....\$ 65.76 61%+1.98

ELEC0098-014 05/02/2022

Rates Fringes

ELECTRICIAN (Sound and
Communication Technician)
(Installation of Voice Data,
IT Network, Wifi)).....\$ 63.97 30.40

ELEV0005-001 01/01/2024

Rates Fringes

ELEVATOR MECHANIC.....\$ 68.97 37.885+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 Years's Day; Memorial Day; Independence Day;

Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

* ENGI0542-002 05/01/2024

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 53.36	33.65+A
GROUP 1a.....	\$ 56.37	34.53+A
GROUP 2.....	\$ 53.11	33.58+A
GROUP 2a.....	\$ 56.13	34.45+A
GROUP 3.....	\$ 49.03	32.37+A
GROUP 4.....	\$ 48.73	32.28+A
GROUP 5.....	\$ 47.00	31.78+A
GROUP 6.....	\$ 46.02	31.48+A

FOOTNOTE: A. PAID HOLIDAYS: New Year's Day; Memorial Day;

Independence Day; Labor Day; Thanksgiving Day and Christmas

Day

TOXIC/HARARDOUS WASTE REMOVAL

Add 20 per cent to basic hourly rate for all classifications

BOOM LENGTH PAY:

On all machines with booms, jibs, masts and leads, including

tower cranes, 100 ft. from ground up, fifty cents (\$.50) per hour additional will be paid for each increment of 25 ft. over 100 ft. On cranes with booms (including jibs, masts and leads) 200 ft. and over, two (2) operators will be required. When two (2) operators are employed, no Oiler

will be required. Booms to be measured from the ground up.

Tower cranes calculated from ground up and out for purpose

of boom pay.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Handling steel and stone in connection with

erection, cranes doing hook work, any machine handling machinery, helicopters, concrete pumps building machines similar to the above, including remote, robotic or laser control equipment.

GROUP 1a: Machines handling steel, or the functional equivalent, and stone in connection with erection 15 ton and over factory rating; Cranes doing hook work 15 ton and

over factory rating; Any machines handling machinery;
High

Rail/Burro Crane 15 ton and over factory rating; Rail Loader (Winch Boom Type) 15 ton and over factory rating; Concrete Pumps (Building) 120 feet of Boom length or less (200 yard pour or less); Machines similar to above, including remote, robotic or laser control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 2: All types of cranes, All types of backhoes, Cableways, Draglines, Keystones, all types of shovels, Derricks, Pavers 21E and over, Trenching machines, Trench shovel, Gradalls, Front-End loaders, Boat Captain, Pippin type backhoes, Tandems scrapers, Towers type crane operation erecting, Dismantling, Jumping or Jacking, Drills

(self-containes), (drillmaster type) forklift (20 ft. and

over), Moter patrols (fine grade), Batch plant with mixer,

Carryalls, Scraper, Trownapulls, Roller (Hith Grade Finishing), Spreaders (asphalt), Bulldozers and Tractors, Mechanic welder, Conveyor loaders (euclid-type wheel), Concrete pump, Milling Machines, Hoist with two towers, Building hoist double drum (unless used as a single drum),

Mucking machines in tunnel, All auto grade and concrete finishing machines, Bundle pullers/extractors (tublar), bobcat. side broom, directional boring machines, vermeer saw type machines (other than than hand held tractor mounted

hydro axe, chipper with boom, all) machine similar to the above including remote, robotic or laser control equipment.

GROUP 2a: Crawler backhoes and Crawler gradalls over one cubic yard factory rating; Hydraulic backhoes over one cubic yard factory rating; All types of cranes 15 ton and over factory rating; Cherry picker type machinery and equipment 15 ton and over factory rating; Concrete Pumps (Heavy/Highway); Machines similar to above, including remote, robotic or laser control equipment; Equipment in this Wage Group that does not require an oiler.

GROUP 3: Asphalt plant engineers, Well drillers, Ditch witch

(small trencher), Motor patrols, Fine grade machines, Ten-ton roller (grade fill stone base), Concrete breaking machines, Guilloline only, Stump grinder, Conveyors (except building conveyors), Fork lift trucks of all types, High pressure boilers Elevator Operator (New Construction) Machine similar to the above, including remote, robotic or laser control equipment

GROUP 4: Seaman, Pulverzer form line grader, Farm tractors, road finishing, Concrete spreader, Power broom (self-contained), Seed spreader, Grease truck, toxic/hazardous waste removal rate 20 per cent added to all classifications and machines similar to the above including remote, robotic or laser control equipment.

GROUP 5: Compressors pumps, Well point pumps, Welding machines Tireman, Power equipment, Maintenance engineer (power boats), Elevator Operators (Renovations) and machine similar to the above including remote, robotic or laser control equipment.

GROUP 6: Fireman, Oilers and deck hands (personnel boats),

grease truck. Machines similar to the above including remote, robotic or laser control equipment.

IRON0401-002 07/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 53.20	44.60

IRON0405-002 07/01/2024

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 50.29	34.17

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

Day, Thanksgiving Day, and Christmas Day. Employees shall

be off Christmas Eve Day and receive four hours pay.

Employees who have to work on Christmas Eve Day shall work

four hours and be paid for eight hours pay for the holiday.

Any time worked beyond fours hours shall be paid at the double time rate plus the four hours holiday pay. To receive holiday pay, the employee must work the day before

Christmas Eve and the first working day after Christmas Day.

IRON0405-004 07/01/2024

	Rates	Fringes
IRONWORKER (Rigger and Machinery Mover).....	\$ 46.73	34.17

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

Day, Thanksgiving Day, and Christmas Day. Employees shall

be off Christmas Eve Day and receive four hours pay.

Employees who have to work on Christmas Eve Day shall work

four hours and be paid for eight hours pay for the holiday.

Any time worked beyond fours hours shall be paid at the double time rate plus the four hours holiday pay. To receive holiday pay, the employee must work the day before

Christmas Eve and the first working day after Christmas Day.

LABO0332-001 05/01/2024

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 37.70	26.54
GROUP 2.....	\$ 37.80	26.54
GROUP 3.....	\$ 37.85	26.54
GROUP 4.....	\$ 38.00	26.54
GROUP 5.....	\$ 38.05	26.54
GROUP 6.....	\$ 37.84	26.54
GROUP 7.....	\$ 38.98	26.54
GROUP 8.....	\$ 39.13	26.54
GROUP 9.....	\$ 39.28	26.54

GROUP 10.....	\$ 39.53	26.54
GROUP 11.....	\$ 38.10	26.54

LABORERS CLASSIFICATIONS

GROUP 1: Building site work; Stripping and dismantling concrete form work; loading, unloading, carrying and handling of all reinforced steel and steel mesh; handling lumber and other building materials; operating jackhammers,

paving breakers and all other pneumatic tools; building scaffolds; raking, shoveling and tamping of asphalt; spading and concrete pit work; grading; form pinning; shoring; demolition except burners; laying conduits and ducts; sheathing; lagging; laying non-metallic pipe and caulking; all other types of laborers; pouring concrete; operating vibrator; free air tunnels: miners.

GROUP 2: Power buggies; burners on demolition

GROUP 3: Wagon drill operator (single)

GROUP 4: Powdermen; wagon drill operator (multiple); circular caisson excavation; underpinning excavation

GROUP 5: Caisson bottom man

GROUP 6: Yard workers

GROUP 7: Trackmen; brakemen; groutmen; bottom shaft men;

all other men in free air tunnels

GROUP 8: Form setters

GROUP 9: Miners bore driver; blasters; drillers; pneumatic

shield operators

GROUP 10: Welders and burners

GROUP 11: Mason Tender

LABO0332-002 05/01/2024

Rates

Fringes

LABORER (Asbestos Abatement,
Toxic and Hazardous Waste
Removal, Lead Based Paint

Removal)\$ 39.40 26.89

LAB00413-004 05/01/2024

Rates Fringes

Landscape Laborer

Farm Tractor Driver,

Hydroseeder Nozzleman and

Mulcher Nozzleman.....\$ 30.28 23.62+A

FOOTNOTE:

A. PAID HOLIDAYS: Independence Day, Labor Day, and
Thanksgiving Day.

MARB0001-003 05/01/2021

Rates Fringes

MARBLE FINISHER.....\$ 25.10 20.75

TERRAZZO FINISHER.....\$ 27.03 20.58

TILE FINISHER.....\$ 25.10 20.75

MARB0003-002 05/01/2021

	Rates	Fringes
MARBLE SETTER.....	\$ 44.90	30.75
TERRAZZO WORKER/SETTER.....	\$ 48.01	28.67

PAIN0021-001 05/01/2021

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 41.24	28.10
Spray, Steel and Swing.....	\$ 42.49	28.10

PAIN0021-012 05/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 42.25	32.16

PAIN0252-001 06/01/2021

	Rates	Fringes
Window Tinter.....	\$ 25.02	13.06

PAIN0252-006 05/01/2022

	Rates	Fringes
GLAZIER.....	\$ 46.09	34.83

PLAS0008-001 05/01/2022

	Rates	Fringes
PLASTERER.....	\$ 41.97	32.20

PLAS0592-011 05/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 44.20	32.76

PLUM0420-008 05/01/2024

	Rates	Fringes
Steamfitter.....	\$ 70.32	42.78

PLUM0690-002 05/01/2023

	Rates	Fringes
PLUMBER.....	\$ 64.73	37.21

ROOF0030-001 05/01/2022

	Rates	Fringes
Roofers:		
Composition.....	\$ 41.48	33.37+A
Shingles.....	\$ 31.25	21.75+A
Slate and Tile.....	\$ 34.25	21.75+A

FOOTNOTE (Composition Roofer only):

A. PAID HOLIDAY: Election Day

SFPA0692-001 05/01/2024

	Rates	Fringes
SPRINKLER FITTER.....	\$ 66.81	33.66

SHEE0019-008 05/01/2024

	Rates	Fringes
SHEET METAL WORKER.....	\$ 59.22	49.06

SHEE0019-023 07/15/2024

	Rates	Fringes
SHEET METAL WORKER (Sign Makers & Hangers).....	\$ 33.89	24.25

TEAM0107-001 05/01/2024

Rates	Fringes
-------	---------

TRUCK DRIVER (BUILDING
CONSTRUCTION)

GROUP 1.....	\$ 36.795	22.5495+a+b
GROUP 2.....	\$ 36.895	22.5495+a+b
GROUP 3.....	\$ 37.145	22.5495+a+b

TRUCK DRIVER (SITE
PREPARATION, PAVING AND
UTILITIES ON BUILDING
CONSTRUCTION)

GROUP 1.....	\$ 36.14	21.555+a+b
GROUP 2.....	\$ 36.24	21.555+a+b
GROUP 3.....	\$ 36.49	21.555+a+b

TRUCK DRIVERS CLASSIFICATIONS (BUILDING CONSTRUCTION)

GROUP 1 - Stake body truck (single axle), 11/2 ton and under
vehicles

GROUP 2 - Truck driver over 11/2 tons, dump trucks,
tandem
and batch trucks, semi-trailers, agitator mixer trucks
and
dumcrete type vehicle, asphalt distributors, farm
tractors

when used for transportation, stake body truck (tandem)

GROUP 3 - Euclid type, off-highway equipment - back or belly dump trucks and double-hitched equipment, straddle (ross) carrier, lowbed trailers

TRUCK DRIVERS CLASSIFICATIONS (SITE PREPARATION, PAVING AND

UTILITIES ON BUILDING CONSTRUCTION)

GROUP 1 - Stake body truck (single axle), dumpster

GROUP 2 - Dump trucks, tandem and batch trucks, semi-trailers, agitator mixer trucks, and dumpcrete type vehicles, asphalt distributors, farm tractor when used for

transportation, stake body truck (tandem)

GROUP 3 - Euclid type, off-highway equipment or bell dump trucks and double hitched equipment, staddle (ross) carrier, low-bed trailers

FOOTNOTE:

a. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day,

Thanksgiving Day and five personal holidays provided

employee works at least one day in the three work days before and at least one day in the three work days after the said holiday. Employee earns a personal holiday every two months, provided employee has worked twenty-six day in

each consecutive two month period, up to a maximum of five

per calendar year. After 130 work days the employee is entitled to all five personal holidays.

b. PAID VACATION: Employee will earn one vacation day for

every two months, provided employee has worked twenty-six day in each consecutive two month period, up to a maximum of five vacation days per calendar year. After 130 workdays the employee is entitled to all five days of vacation. Employees with 5 years of seniority, earn an additional week of vacation, accrued in the same way.

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"

See attached document: Renovate Behavioral Health 7E7W Nurse Station--Bid Specs.

See attached document: Renovate Behavioral Health 7E7W Nurse Station--Bid Drawings.

End of Document