1. SOLICITATION NUMBER

2. TYPE OF SOLICITATION

3. DATE ISSUED

PAGE OF PAGES

4. CONTRACT NUMBER

5. REQUISITION/PURCHASE REQUEST NUMBER

6. PROJECT NUMBER

7. ISSUED BY

CODE

8. ADDRESS OFFER TO

a. NAME

b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)

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

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?

(If "YES," indicate within how many calendar days after award in Item 12B.)

12b. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

STANDARD FORM 1442 (REV. 8/2014)

STANDARD FORM 1442

Prescribed by GSA-FAR (48 CFR) 52.236-1(d)

SOLICITATION, OFFER,

AND AWARD

(Construction, Alteration, or Repair)

SOLICITATION

SOLICITATION

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

9. FOR INFORMATION

CALL:

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

SEALED BID (IFB)

NEGOTIATED (RFP)

11. The Contractor shall begin performance within \_\_\_\_\_\_\_\_\_\_\_\_ calendar days and complete it within

\_\_\_\_\_\_\_\_\_\_\_\_

calendar days after receiving

award,

notice to proceed. This performance period is

mandatory

negotiable. (See \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

YES

NO

a.

Sealed offers in original and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_copies to perform the work required are due at the place specified in Item 8 by \_\_\_\_\_\_\_\_\_\_\_\_\_

(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.

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ calendar days for Government acceptance after the date offers are due will not be

considered and will be rejected.

1

116

36C24525R0019

X

12-26-2024

TBD

TBD

512A5-21-304

Department of Veterans Affairs

VAMC (613)

VISN 5 Contract Satellite Office

510 Butler Avenue, Building 306A

Martinsburg WV 25405

Liana J Holland

Contracting Officer

Network Contracting Office 5

510 Butler Avenue, Room 306A-13

Martinsburg WV 25405

Liana J Holland

304-263-0811 x 7611

This construction project is to maximize the condensate return percentage from the eastern side of campus to the boiler

plant at the maximum economical extent, and to repair numerous deficiencies in the existing distribution system at the

Perry Point VAMC, Avenue D, Perry Point, MD 21902.

The contractor shall furnish all labor, tools, materials, equipment, supplies, and supervision to perform work as

described in the statement of work, specifications and drawings. The contractor will be responsible to coordinate and

schedule work in coordination with the VA, and shall be expected to plan work typically during the duty hours of

07:00hrs and 16:30hrs EST Monday through Friday, with the exception of the National Holidays listed in the SOW. Services

and repairs shall be performed during these hours unless requested in advance and approved by the COR and CO.

The NAICS code for this procurement is 236220 [Commercial and Institutional Building Construction], size standard

$30.0 million.

Magnitude of Construction is between $10,000,000 and $20,000,000.

Competition for this procurement is restricted to SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB).

All contractors are required to be registered with http://www.sam.gov, and registered with

https://veterans.certify.sba.gov/ in accordance with 38 CFR Part 74 and VAAR 819.7003 to be eligible for award.

Note for Joint Venture (JV) Offerors: In accordance with VAAR 852.219-73(f) joint ventures may be eligible so long as

the joint venture meets the requirements of 13 C.F.R. 128.402. In order to comply with 13 C.F.R. 128.402(e) JV offerors

must include in their Volume I a certification, signed by an authorized official of each partner to the joint venture,

stating that the parties to the joint venture (1) have entered into a joint venture agreement that fully complies with

paragraph (c) of 13 CFR § 128.402 and (2) will perform the contract in compliance with the joint venture agreement.

Failure to submit the certification will render the offeror ineligible for award.

A highly-recommended site visit is scheduled for Thursday February 20th, 2025, at 09:30hrs EST; Prospective bidders

will meet at 10:30am EST in the Building 314 parking lot, which is out front of the chapel, at the Perry Point VAMC, MD.

RFI's must be sent to the CO via email (Liana.Holland@va.gov) no later than 09:00 EST on Tuesday February 25th, 2025.

All interested parties should submit one package containing two (2) complete sections to the Contracting Officer via

email (Liana.Holland@va.gov) by no later than 10:00hrs EST on Friday March 21st, 2025. Section number 1 will contain the

requested documentation for the technical evaluation including the Past Performance Questionnaire. Section number 2

will contain the detailed itemized pricing breakdown, including all subcontractors. The Evaluation Criteria lists how

each section will be scored. Failure to provide both sections could render the package incomplete and ineligible for

award. The Period of Performance is expected to be 540 days from the Notice to Proceed.

10

540

X

X

52.211-10

X

1

10:00

EDT

03-21-2025

X

120

14. NAME AND ADDRESS OF OFFEROR

15. TELEPHONE NUMBER

16. REMITTANCE ADDRESS

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.

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

AMENDMENT

NUMBER

DATE.

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

20b. SIGNATURE

20c. OFFER DATE

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

10 U.S.C. 2304(c)(

)

41 U.S.C. 3304(a) (

)

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

PHONE:

FAX:

28. NEGOTIATED AGREEMENT

29. AWARD

Your

Contractor agrees

offer on this solicitation is hereby accepted as to the items listed. This

to furnish and deliver all items or perform all work requirements identified

award consummates the contract, which consists of (a) the Government

on this form and any continuation sheets for the consideration stated in

solicitation and your offer, and (b) this contract award. No further cont-

this contract. The rights and obligations of the parties to this contract

ractual document is necessary.

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.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED

31a. NAME OF CONTRACTING OFFICER

TO SIGN

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

31c. AWARD DATE

BY

**OFFER**

**AWARD**

**STANDARD FORM 1442 (REV. 8/2014) BACK**

(Include ZIP Code)

(Include area code)

(Include only if different than Item 14.)

(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.)

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

(Type or print)

(4 copies unless otherwise specified)

(Type or print)

(Type or print)

(Contractor is required to sign this

document and return \_\_\_\_\_\_\_ copies to issuing office.)

(Contractor is not required to sign this document.)

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

**(To be completed by Government)**

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

Department of Veterans Affairs

VAMC (613)

VISN 5 Contract Satellite Office

510 Butler Avenue, Building 308B

Martinsburg WV 25405

PAYMENT WILL BE MADE BY

FSC e-Invoice Payment

Invoice must be submitted electronically

http://www.fsc.va.gov/einvoice.asp

http://www.fsc.va.gov/einvoice.asp

Liana J Holland

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## A.3 STATEMENT OF WORK

**Statement of Work for Project No. 512A5-21-304 Upgrade Steam System Phase V – Patient Areas**

**CONSTRUCTION**

**VA Medical Center**

Perry Point, Maryland

December 05, 2024 (Rev.2)

**1.0 Introduction**: The Facilities and Engineering Department at the Perry Point VA Medical Center in Perry Point, MD require contractor services to complete work associated with project 512A5-21-304 “Upgrade Steam System Phase V – Patient Areas” in accordance with this statement of work (SOW).

**2.0 Background**: Portions of the existing steam and condensate distribution piping at the VAMC Perry Point campus are failing and in need of repair and/or replacement. The steam delivery system is the essential link between the steam generator and the steam user. An efficient steam delivery system is critical if steam of the right quality and pressure is to be supplied, in the right quantity, to the steam using equipment. The steam delivery system is comprised of the steam distribution piping, control valves, condensate draining and venting equipment, and specialized equipment. The steam delivery system starts with the steam distribution piping. Correct piping size and orientation are essential for proper operation of the entire steam delivery system.

The Perry Point campus is served by a central boiler plant located at Bldg. 315. Existing steam and condensate piping routes from the central plant to manholes and building systems throughout the campus.

**3.0 Project Objectives**: The Perry Point Facility experiences a low condensate return percentage from Manhole 19B and all points East. The project goal is to maximize condensate return percentage from the eastern side of campus to the boiler plant the maximum extent economical, and to repair numerous deficiencies in the existing distribution system.

**4.0 Scope of Work**: The contractor’s scope of work is detailed in the attached drawings and specifications for construction. Please submit a cost proposal for the referenced work items. The resulting total bid amount shall be broken down for review of administrative, material, and labor costs. A site visit is highly recommended to survey the existing conditions and to determine the methods of the work to be performed prior to submitting proposal.

An extensive subsurface test pit utility survey was conducted December 2023 to determine the exact position and depth of existing site utilities crossing the specified steam piping routes. Site utilities were located at critical points along piping routes, with exception of the areas under paving or hardscape. The results of this investigative work have been incorporated into the construction bid documents, and the survey report has been included for contractor reference.

Asbestos containing material (ACM) surveys and testing was previously conducted of all affected buildings and steam manholes. The results of this investigative work have been incorporated into the construction bid documents, and the survey report has been included for contractor reference. All “TSI” ACM (pipe insulation) referenced has previously been abated from steam manholes.

The following attached documents further define the project scope of work and shall be referenced by the contractor for bidding purposes:

512A5-21-304 Steam Phase V - Project Bid Drawings

512A5-21-304 Steam Phase V – Project Specifications

512A5-21-304 MDE Approved SWM and ESC Drawings (Permit 23-SF-0108)

The following attached documents contain the results of extensive site investigations that were conducted during the project design phase, and are provided for contractor reference for bidding purposes:

Asbestos and Lead Testing Reports for affected project buildings

Steam Manholes ACM Data Table – \*ALL NOTED TSI ACM HAS BEEN ABATED\*

Test Pit Survey Report for Steam System Upgrade Project

The scope of work includes, but is not limited to:

**Task I – Replacement of Complete Steam and Condensate Piping and other Associated Components in the Following Locations:**

Building 19H to Building 80H

Building 19H to Manhole 6

Manhole 6 to Building 20H

Building 17H to Manhole 19B

Manhole 19B to Building 15H

Piping shall be above ground.

Building 15H to Building 18H

Building 14H to Manhole 21

Manhole 21 to Manhole 22

Manhole 24 to Manhole 25

Manhole 25 to New Manhole 26

Includes valved future connections.

New Manhole 26 to New Manhole 27

Includes valved future connections.

New Manhole 27 to New Manhole 9H

Includes valved future connections.

Bldg. 9H steam entry piping shall be cut and capped and abandoned in place as 9H is scheduled for demolition under separate contract.

Existing piping serving bldg. 9H shall be extended to New Manhole 9H.

Manhole 1 to Building 101, steam supply only.

Provide new electrical disconnect switches to serve new condensate receiving tank pumps in Building 14H, 15H, 17H, 18H, 19H, 20H, and 101. New GFCI service receptacles (including wiring and conduit/backboxes) to be provided to serve sump pumps located in existing manholes. New lighting, fire alarm and power will be provided for new mechanical equipment in the repurposed indoor pool area in Building 14H.

**Task II - Relocation and Replacement of 14H Sub-basement Mechanical Room:**

Infill existing abandoned swimming pool.

Remove all related equipment.

Prepare infilled pool area to be repurposed as a new mechanical room.

Relocate all steam, chilled, water, and other equipment to the maximum extent possible to the new mechanical room area – see drawings.

Install new sump pit and duplex sump pump arrangement in sub-basement area.

Replacement of all floor drains and under-slab/underground piping connections to nearest sanitary sewer manhole.

Replacement of ventilation equipment for existing sub-basement and mechanical rooms.

New ventilation equipment for new Mechanical Room.

New unit heaters for Basement and Sub-basement

Demolition to include:

Existing heating water pumps, chilled water pumps, air separators, expansion tanks, condensate pump, steam-to-hot water heat exchanger, pressure reducing valves, steam traps, and flash tank located in the sub-basement mechanical room shall be demolished, and all associated appurtenances and piping.

Associated heating water, chilled water, steam, and condensate piping shall be demolished as necessary to accommodate the revised layout.

Existing exhaust fan serving the sub-basement mechanical room shall be demolished.

Existing steam and condensate piping shall be removed to the greatest extent possible within the building mechanical room. Existing steam and condensate from Manhole 21 shall be disconnected, capped, and abandoned at the exterior wall prior to entering the building. New underground service to be routed though foundation wall per drawings and sealed.

Existing DDC controllers and VFDs for the chilled and heating water system pumps/motors shall be replaced.

**New Work to include:**

New heating water pumps, chilled water pumps, steam-to-hot water heat exchangers, automatic and manual control valves, and steam pressure reducing stations shall be housed in the new mechanical room. New piping shall be extended to existing sub-basement and tie into existing building systems as required. All new equipment and piping shall be installed to the greatest extent possible prior to demolition of existing systems to minimize downtime of the building systems.

New hydronic unit heaters and exhaust fans will be installed in the New Mechanical Rooms for heating and ventilation.

A new steam condensate pump and horizontal flash tank shall be installed in the existing mechanical room sub-basement.

The new building steam pressure reducing stations shall be located in the new Mechanical Room. New high, medium, and low-pressure lines shall tie back into the existing systems at the sub-basement level.

New DDC control panels and VFDs for the chilled and heating water systems shall be located in the new mechanical room.

**5.0 Period of Performance**: The period of performance shall be for **540** consecutive calendar days from contract award date. The Contractor shallbear all general conditions and home office overhead costs extended beyond the 540 calendar days to complete the work unless additional time and GC costs are awarded by modification.

**6.0 Quality Assurance/Control**: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this industry standard Statement of Work (SOW). The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor’s quality control program is the means by which he/she assures himself/herself that his/her work complies with the requirement of the contract. Submit the Quality Control Plan (QCP) with the contractor’s proposal as it will be used as an evaluation criteria for the final award. Two copies of a comprehensive written QCP shall be submitted to the CO and Facility Supervisor within 5 working days when changes are made thereafter. After acceptance of the quality control plan the contractor shall receive the contracting officer’s acceptance in writing of any proposed change to his QCP system.

The quality assurance shall include the following steel pipe sizes and must meet the AWWA industry codes for the project work.

**Standards (as applicable):**

International Building Code (IBC)

National Fire Protection Association (NFPA) 101

ICC/ANSI 117.1

2021 International Plumbing Code (IBC)

2021 National Fire Protection Association (NFPA) 54 & 99

VA Plumbing Design Manual

ASHRAE 90.1-2013

2021 International Mechanical Code (IMC)

2021 International Energy Conservation Code (IECC)

2021 National Fire Protection Association (NFPA) 1: Fire Code, and its mandatory referenced codes and standards

2021 NFPA 101: Life Safety Code, and its mandatory referenced codes and standards

2019 American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) Standard 62.1 Ventilation for Acceptable Indoor Air Quality

2019 ASHRAE Standard 90.1 Energy Standard for Buildings Except Low-Rise Residential Buildings

ANSI/ American Society of Mechanical Engineers (ASME) B31.1, B31.3 and B31.9

VA HVAC Design Manual, Rev 3/1/22.

VA Steam, Heating Hot Water, and Outside Distribution Systems Design Manual, Rev 9/1/22.

**B. Qualifications:**

All steel pipe and fittings shall be furnished by manufacturers who are fully experienced, reputable, and qualified in the manufacture of the materials to be furnished. In addition, the plant in which the pipe or fittings is manufactured shall be Spray Polyurethane Form Alliance (SPFA) certified.

The pipe and fittings shall be designed, constructed, and installed in accordance with the best practices and methods and shall comply with the Specifications as applicable.

Cast iron fittings on steam/condensate system piping are NOT ALLOWED.

**7.0 Hours of Services**: The Contractor shall perform the services as specified herein Monday through Friday, with the exception of National Holidays (see below) between the hours of 7:00am and 4:30pm. Services and repairs shall be performed during normal working hours, unless requested by the COR and/or approved by the Contracting Officer.

Authorization shall be obtained from the Contracting Officer or the COR in advance for any work to be performed outside of normal working hours. When this authorization is given for the convenience of the Contractor, there shall not be any additional charges to the Government.

**8.0 Recognized Holidays**:The Contractor is not required to provide service on the following national holidays, nor will the Contractor be paid for these holidays. The following national holidays are observed by the Federal Government:

New Year’s Day

Martin Luther King Jr.’s Birthday

Washington’s Birthday

Memorial Day

Juneteenth National Independence Day

Independence Day

Labor Day

Columbus Day

Veteran’s Day

Thanksgiving Day

Christmas Day

**9.0 Place of Performance**: The primary place of work under this contract will be performed at Perry Point VA Medical Center, Perry Point, MD. 21902.

**10.0 Type of Contract**: The government will award a Firm-Fixed-Price contract. The Contractor shall be paid in full for all cost services and repairs completed once the final acceptance has been approved. The Contractor shall invoice after final acceptance been approved.

**11.0 Physical Security**: The Contractor shall be responsible for safeguarding all government property and the contractor’s own property while performing all work on government VA property.

**12.0 Warranty**: The Contractor shall provide to facility FES department, COR, and Contracting Officer a **two (2) year unconditional warranty** after substantial project completion or any designed portion thereof or after total project acceptance. The warranty shall include materials and installation and shall constitute complete replacement and delivery to the site of materials and installation of same to replace defective materials or defective workmanship with new materials/workmanship conforming to the specifications.

**13.0 Government Furnished Property:** There shall be no government furnished property issued to the Contractor during the construction of project.

**14.0 Loss or Damage**: Contractor shall be responsible for all damages to persons or properties that occur as a result of a Contractor’s fault or negligence. The Contractor shall take proper health and safety precautions to protect the work, workers, the public and property of others. Contractor shall repair or replace any portion of building structure, or landscape features, damaged by the Contractor in the performance of this contract. Such damaged areas or materials shall be restored, repaired or replaced by the Contractor to original condition and to the satisfaction and as directed by the Project Officer at no expense to the Government.

The Contractor shall be insured in accordance with Maryland insurance regulations. The Government is not responsible for damage to Contractor’s equipment, vehicles, tools or materials or their employees and the personal property brought on-site. The Government will not accept any liability due to contractor employee negligence.

**Workers Compensation:** The contractor shall furnish proof of workers compensation insurance to the Contracting Officer for those employees performing work related to this contract and shall comply with the Workman’s Compensation Laws.

**Liability:** The Contractor shall maintain a level of insurance that will protect the contractor and the Government from any claims as a result of bodily injury (including death) and property damage which may arise from and during the performance of this contract and shall submit proof of insurance to the Contracting Officer.

**15.0 Point of Contact**:

The contractor shall provide a construction management team who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the project manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

Identification of Contractor Employees: All contract personnel attending meetings, working in the field, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

**16.0** **Contractor’s Proposal:** The following deliverables are to be submitted with offer in response to RFP.

1. *Technical approach to perform required services.*
2. *Submit a Fixed-Price Proposal (All work shall be included to complete the task)*
3. *Contractor safety plan.*
4. *Contractor’s QA/QC Plan*
5. *Proof of Insurance–Business Liability & Workers Compensation.*
6. *References/proof of experience for past 5 years*
7. *Past Performance Questionnaires; The information shall contain, at a minimum, a certification by the offeror 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. All Bidders/Offerors shall submit information pertaining to their past Safety and Environmental record.*
8. *All Offerors shall submit information regarding their current Experience Modification Rate (EMR). This information shall be obtained from the Offeror’s insurance carrier and be furnished on the insurance carrier’s letterhead.*
9. *Contractor must have at least five (5) years of experience with steam distribution systems installations.*

**17.0 Not Used**

**18.0 Contractor Specific Tasks (Requirements) shall be per attached construction drawings and specifications. Tasks include, but are not limited to:**

**18.1 General**

The contractor shall engage a 3rd party to provide a complete photographic log of conditions before, during (periodic updates), and after construction acceptance or system testing, including keynoted locations of photos taken and progress progressions at each location. Contractor shall utilize “MultiVista” or similar service – submit qualifications for approval.

Work to be scheduled to interfere as little as possible with normal VA Medical Center operations. Coordinate all work operations with project COR.

Provide locked chain-link fencing as required to prevent unauthorized access to work site hazards. Coordinate material laydown area, equipment storage, and work site layout with COR.

Survey and mark all existing subsurface utility locations prior to digging. Campus locator is: *Underground Protection, Inc, 2801 Bynum Overlook Dr. Abingdon, MD 21009*

VAMC Perry Point Fire Alarm System (Honeywell Notifier) is currently maintained by Kinetix. All alterations to the existing fire alarm system are to be completed by Kinetix or other authorized servicer as part of this contract.

Prime Contractor to plan all phasing of work in coordination with VA FES and Hospital staff to minimize down-time to areas affected by the project. Coordinate with project COR.

Contractor employees shall park privately owned vehicles in an area designated by the COR. This area will be within reasonable walking distance of the construction site. Contractor employee parking shall not interfere with existing and established parking requirements. Contractor shall not park vehicles on grass areas.

Construction Waste Management, Specification 01 74 19 is to be included. Contractor shall track and provide monthly updates on waste quantities removed and recycled from site.

Prime Contractor to maintain all infection control/ dust prevention measures required.

Contractor is responsible for obtaining all Permits necessary to complete the project, including asbestos abatement notification and stormwater NPDES though Maryland Department of the Environment (MDE). Contractor shall include the cost of applying for and obtaining permits within their bid proposal.

Consolidate all necessary submittals by specification section on an excel spreadsheet. Checklist to be utilized to track/ monitor submittal process.

**All field welds (100%)** **shall be radiographic tested and inspected by a 3rd party inspector per ASME B31.1.**

As part of the QC plan, the contractor must subcontract a third-party welding inspector (CWI/SCWI) with endorsement added to certification of [ASME BPVC Section VIII, Div. 1 and Section IX](https://www.aws.org/certification/detail/asme-section-viii-and-section-ix). The CWI shall be present and observe all welding processes that would cover field welds in the steam and condensate piping. Each weld shall have an inspection report submitted to the COR with a unique identifier per weld and welder.

The contractor must submit a welding procedure for approval developed per weld type and stamped by a CWI following all requirements of VA specification 33 63 00.

All piping that is prefabricated offsite shall be completed by a shop currently certified with ASME stamp PP, U and S. Contractor shall submit shop certifications to COR for approval.

Contractor will require to supply/submit maintenance of traffic plan to COR for approval to maintain traffic (vehicle and pedestrian) within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Contractor shall be responsible for construction and maintenance of approved detours. Furnish, install, and maintain full-time traffic control personnel (flaggers) and safety devices during construction. Furnish and install work zone pavement markings for maintenance of traffic (MOT) in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans. Do not obstruct or create a hazard to any traffic during the performance of the work and repair any damage to existing pavement open to traffic. Provide flashing lights as required by the COR to advise of dangers.

**A minimum of 2 weeks written notice from the contractor to the COR is required for all steam/condensate shutdowns and all major electrical utility shutdown requests.**

If a system of steam cannot be shut down for the length of time or location the contractor requests, the contractor shall provide and install a temporary bypass system as required by the VA. Temporary system may be in the form of equipment and/or piping.

All disturbed areas of existing landscaping shall be returned to the original condition. The contractor shall warrant that work one year from date of acceptance.

Work shall comply with all medical center requirements for dust, noise, odor, and infection control. This will involve the installation of dust/odor control barriers, air filtering/processing, installation of dust control mats, and other essential measures during construction, as required. Dust and odors WILL NOT be permitted to enter any buildings at any time. The uncontrolled entry of dust or odors into the medical buildings at any time during this project could result in a stoppage of work being ordered. Any stoppages resulting from uncontrolled dust or odors are the responsibility of the contractor and are not reimbursable under this contract.

It is known that some of the facility steam and condensate piping is still insulated with asbestos containing material (ACM) within steam trenches and buildings. The actual amount of remaining ACM insulation is unknown. Steam manholes have been previously abated to remove all ACM insulation from piping. The contractor shall include 3rd party asbestos testing, abatement, and CIH monitoring services as necessary to complete the project for areas of piping to be removed or modified under the project scope that still may contain ACM. Contractor is responsible for submitting notifications to MDE (NESHAP project notification) for any abatement activities. The contractor shall use a baseline in the proposal of 625 linear feet of RACM pipe insulation removal in their bid proposal. **Contractor to provide unit pricing to the proposal for additional removal of ACM if encountered by the project.**

Steam and condensate piping shall be clearly marked with type and flow direction labels in all manholes. This shall include both NEW and EXISTING piping still is use. Label all abandoned piping and valves as “NOT IN SERVICE”.

All work is to shall be in compliance with local, state and federal rules and regulations, and VA technical standards. Compliance is to whichever rule or regulation is the most stringent. VA Master Specifications shall be used as the primary default when no specifications are issued or when a referenced specification is not found in the projects RFP package, they are at located at <https://www.cfm.va.gov/til/>. In addition, if the VA technical library does not address a specific requirement, secondary default specifications for pavement, sidewalk, gutters etc. to be found in Maryland SHA for requirements. The intent of the default specifications is to furnish concise industrial and/or commercial standards for construction of Government facilities. If the Statement of Work does not address a specification for an element of the work, the default specification shall apply for the element of work as approved by COR. The omittance of a VA specification, does not relieve the contractor to perform required under the base contract. No request for contract modification will be accepted for missing specifications.

No loose material from within the LOD shall be permitted at any time get onto sidewalks or roads. Contractor will require to have protection and equipment procedures in place. If an occurrence does happen, contractor to immediately clean up area (within one hour) and bring surroundings back into compliance. Contractor shall perform all testing necessary to define materials compaction requirements to meet specifications. This includes proctor or other methods as required. All material stockpiled will be required to be covered and protected from weather elements. Any burden that is displace by use of other materials is to be removed offsite by the contractor to an acceptable location authorized by COR. Any new material brought in for fill is to be part of the contract cost and requires source authorization by the COR.

All paving, sidewalk and landscaping repairs upon completion will require a walk-through inspection with COR six month upon substantial completion. If any repair work has settled below the initial horizontal plane, contractor will be required to schedule with the VA repairs and/or replacement within one month of the inspection report. A 1% payment holdback will be released dependent on the inspection report and/or repairs.

For quality control the individual may not carry dual roles in the construction project. The VA shall require a person with QC/QA background that there only role is to validate that the construction meets or exceeds requirements of the contract. This person will generate a final punch list and provide to the COR. Then the COR will schedule review the completed job with contractor, A/E or/and code officials to generate a punch list. The QC inspector shall provide summary to the COR on a weekly basis with inspection sheets and corrections or commented.

Site Superintendent may also serve as Site Safety and Health Officer (SSHO); however, they may not also function as the QA/QC inspector.

Prepare and submit asbestos abatement plan to VAMHCS Projects COR.

Contractor shall retain services of a third-party industrial hygienist (CIH) to provide air monitoring for all asbestos abatement. Contractor shall submit report weekly to the COR.

All soil shall be classified as a type “C” for OSHA definition requirements. In compliance

with OSHA 29 CFR 1926.650 subpart P regulations, excavation training is required for workers and supervisors who work in trenches and excavations. OSHA requires that at least one person be trained as a competent person (CP) for excavation sites. A competent person (CP) shall always reside onsite while open excavation exists. Contractor shall submit prior to construction the qualifications of the CP and worker training records. VA has final approval of the contractor designated CP. No benching shall be allowed. All work shall be completed with excavation boxes or shoring design by the contractors third party professional engineer register in Delaware.

All pavement repaving shall have lines repainted. Eight foot out from replaced area or as approved by the COR.

All cut asphalt must be sealed with joint Sealing. ASTM D6690 Type II. All work and material must meet or exceed Maryland SHA Joint/Crack Sealant Material standard specifications.

**Delays for Unusually Severe Weather**.

For the Contracting Officer to award a time extension for unusually severe weather, the following conditions must be satisfied:

The weather experienced at the project site during the contract period must be found to be unusually severe; that is, more severe than the adverse weather anticipated for the project location during any given month.

The unusually severe weather must cause a delay to the completion of the project. This Delay must be beyond the control and without the fault or negligence of the Contractor.

**Anticipated Adverse Weather Delays**

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all- weather dependent activities.

ANTICIPATED ADVERSE WEATHER DELAY WORKDAYS BASED ON (5) DAY WORK WEEK:

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Month | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| # of Days | 14 | 13 | 9 | 9 | 9 | 8 | 8 | 7 | 7 | 6 | 9 | 13 |

**18.2 Architecture**

The Perry Point buildings associated with the scope of work (14H, 15H, 17H, 18H, 19H, 20H, 80H, and 101) shall have weatherproof penetrations for steam and condensate piping and other associated components. As feasible, existing penetrations shall be reused or enlarged to accommodate the new piping systems.

The building 14H indoor swimming pool room shall be renovated to provide new mechanical room space.

The existing shower and locker rooms shall be existing to remain. The partition, door and door frame between the shower and the pool area shall be removed because it is not a fire rated assembly. A new partition, door and door frame of a fire resistance rating shall be designed. Finishes on the shower room side shall match existing.

The existing swimming pool basin shall be infilled to provide increased floor space for the mechanical room. As necessary the pool tile trim shall be removed. The pool basin shall be infilled with specified compaction material and topped with a concrete slab matching the floor elevation of the room. The existing floor tile surrounding the pool shall be removed to expose the concrete slab. The slab shall be patched as necessary. Elevated equipment pads shall be provided in the space as necessary. The existing plaster and metal lath ceiling shall be removed to expose the concrete structure above. Existing light fixtures, ceiling devices and conduits shall be removed and rerouted. A new ceiling shall be installed comprised of suspended insulation panel boards. The existing exterior wall plaster/wall tile partitions shall be removed to expose the base substrate of concrete or concrete masonry wall, and the exterior walls shall be patched to match existing as necessary. The door and door frame between the pool area and the existing mechanical room shall be removed and replaced with a fire rated assembly. New furring shall be installed over the existing CMU wall. Finishes on the shower room side shall match existing.

The existing mechanical room equipment shall be demolished after the new equipment is installed and activated. As necessary, floor slab, walls, windows and slab of existing sub-basement and grade level mechanical room shall be patched/repaired to match existing.

**18.3 Mechanical**

**Distribution System**

Condensate return piping shall not be included in the same conduit as the steam piping to prevent condensate piping failures from affecting the steam piping.

If feasible, depth of burial of systems shall be 0.6 to 1.5 m [two to five feet] to top of conduit casing. Due to the quantities of existing underground utilities, lower burial depths for some segments will be unavoidable.

System shall be a pre-manufactured “drainable-dryable-testable” (DDT) as defined in the VA master specification. Contractor shall conduct all required field verification (radiographic weld testing, conduit holiday testing, cathodic protection system testing, pressure testing, etc.) as required to validate system installation prior to activation.

**Manhole Installation**

All devices requiring access for operation and maintenance shall be located in manholes. These devices include valves, steam traps, expansion joints, flanged/ threaded joints, and unions.

New valves required for the existing piping shall be placed in the existing manholes.

The New Manholes (9H, 26, & 27) shall be cast-in-place reinforced concrete. The manhole shall have a concrete floor slab of sufficient weight to prevent floatation in high water table areas.

Top of new manholes shall be flush with grade and have two round traffic-rated manhole covers.

Adequate working access and headroom shall be provided in new manholes.

New manholes shall be provided with a sump pit and electrical outlet for future drop-in pump connection.

The existing manholes with existing receptacles shall be provided with new receptacles.

Proposed Mechanical Work per Building

New high-pressure steam (HPS), high-pressure condensate (HPC), and low-pressure condensate (LPC) piping will be distributed through existing manholes to the campus buildings (Buildings 14H, 15H, 17H, 18H, 19H, 20H, 80H, and 101). Existing manholes 1, 6, 19B, 21, 22, 24, and 25 will have a portion of their existing piping replaced with new. New Manholes 9H, 26, & 27 will be installed at the west and south sides of Building 9H.

Building 14H Mechanical Room Relocation:

Demolition:

Existing heating water pumps, chilled water pumps, air separators, expansion tanks, condensate pump, steam-to-hot water heat exchanger, pressure reducing valves, steam traps, and flash tank located in the sub-basement mechanical room shall be demolished.

Associated heating water, chilled water, steam, and condensate piping shall be demolished as necessary to accommodate the revised layout.

Existing exhaust fan serving the sub-basement mechanical room shall be demolished.

Existing steam and condensate piping shall be removed to the greatest extent possible within the building mechanical room. Existing steam and condensate from Manhole 21 shall be disconnected, capped, and abandoned at the exterior wall prior to entering the building.

Existing DDC controllers for the chilled and heating water systems shall be replaced.

New Work:

New heating water pumps, chilled water pumps, steam-to-hot water heat exchangers, control valves, and steam pressure reducing stations shall be housed in the new mechanical room. New piping shall be extended to existing sub-basement and tie into existing building systems as required. All new equipment and piping shall be installed to the greatest extent possible prior to demolition of existing systems to minimize downtime of the building systems.

New hydronic unit heaters and exhaust fans will be installed in the New Mechanical Rooms for heating and ventilation.

A new steam condensate pump and horizontal flash tank shall be installed in the existing mechanical room sub-basement.

The new building steam pressure reducing stations shall be located in the new Mechanical Room. New high, medium, and low-pressure lines shall tie back into the existing systems at the sub-basement level.

New DDC control panels for the chilled and heating water systems shall be located in the new mechanical room.

Building 15H:

Existing steam station, flash tank, and steam condensate pumps shall be demolished and replaced.

Existing underground HPS and LPC piping serving the building shall be disconnected, capped, and abandoned in place.

New underground HPS and LPC shall tie into the existing building piping at the entry point. A new steam trap shall be installed at the HPS entry point and the HPC pipe shall be routed through the basement to the new flash tank within the mechanical room.

New underground HPS and LPC shall be extended from the mechanical room to Building 18H. Existing Building 18H steam and condensate piping shall be cut, capped, and abandoned in place. A new steam trap shall be installed in the 15H mechanical room on the HPS line to 18H. The HPC pipe shall be extended to the new flash tank.

Building 17H:

Existing steam station, flash tank, and steam condensate pumps shall be demolished and replaced.

Existing underground site piping serving the building shall be disconnected, capped, and abandoned in place.

New HPS, LPC, and HPC from existing Manhole 19B shall be extended from the manhole and aboveground into Bldg. 17H. The new piping shall run through the building rooms and connect to the existing steam piping serving the building. The HPS and LPC shall extend through Bldg. 17H basement storage rooms and drop below grade to connect to Bldg. 15H. A new HPC pipe from 19B shall be routed to the new flash tank within the mechanical room.

Existing HPS piping installed (inactive) in the basement from previous steam piping Phase shall be tested, repaired and utilized in this project.

Existing LPC piping installed (inactive) in the basement from previous steam piping Phase shall be removed in its entirety.

Building 18H:

Existing pressure reducing valve and steam condensate pumps shall be demolished and replaced. A new pressure reducing station shall be installed.

Existing underground site piping serving the building is under the existing road in a concrete trench. The piping shall be removed to the greatest extent possible, and the new piping shall be placed in the existing trench under the road. The remaining portions of the trench shall be demolished so the piping can be buried.

New underground HPS and LPC shall tie into the existing building piping at the entry point.

Building 19H:

Existing pressure reducing valves, flash tank, and steam condensate pumps in Room 10 shall be demolished and replaced. New steam stations shall be installed to replace the existing valves. Existing steam station in mechanical equipment room shall remain.

Existing underground piping serving the building from existing manholes #8 and #6 shall be disconnected and abandoned.

New underground HPS and LPC from Manhole 6 shall connect to the existing piping at the building entry point.

High pressure steam from Bldg. 19H extends to Manhole 8 and serves Building 80H. The existing lines shall be abandoned and new underground HPS and LPC shall be installed. Piping to 80H shall connect in the crawl space of Bldg. 19H.

A new HPC line from Bldg. 80H shall be routed back through Bldg. 19H and connect to the new flash tank in Room 10.

Building 20H:

Existing steam condensate pump shall be demolished and replaced. There are no existing pressure reducing valves in 20H. A new steam pressure reducing station shall be installed.

The existing flash tank was recently installed and shall remain.

Existing underground site piping serving the building shall be disconnected, capped, and abandoned in place.

New underground HPS and LPC shall tie into the existing building piping at the entry point.

Building 80H:

Existing mechanical equipment in attic mechanical room was recently installed. Existing flash tanks and steam condensate receivers shall remain.

Existing pressure reducing valve in attic shall be replaced with a new steam station.

Existing underground site piping serving the building shall be disconnected, capped, and abandoned in place.

A new steam trap shall be installed at the building HPS entry and a HPC line shall be extended back to Bldg. 19H.

New underground HPS and LPC shall tie into the existing building piping at the entry point.

Building 101:

Existing pressure reducing valve shall be removed and replaced with a new steam station.

Existing flash tank and steam condensate pumps shall be demolished and replaced.

Existing underground HPS from Manhole 2A shall be disconnected, capped, and abandoned in place.

New underground HPS from Manhole 1 shall tie into the existing building piping located in the mechanical room.

A summary description of projected work for each manhole is as follows (refer to contract drawings for full scope):

Manhole 1:

New HPS to Building 101. Shutoff valve shall be provided.

Manhole 8:

Manhole to be demolished. Cover to be removed and area backfilled per civil recommendations.

Existing water line within manhole to remain.

Existing steam and condensate piping within manhole to be removed (Cut and capped at manhole walls.)

Manhole 6:

New HPS and LPC to Building 19H. Shutoff valves shall be provided.

New HPS and LPC to Building 20H. Shutoff valves shall be provided.

New steam traps on high pressure steam lines shall be provided at low points and at valve connections as required. New HPC lines shall connect to existing HPC main within manhole.

Manhole 19A:

All piping within manhole shall be removed and capped. Manhole to be abandoned.

Manhole 19B:

Existing HPS and LPC shall be removed as needed to facilitate installation of new piping.

New HPS, LPC, and HPC shall extend out of manhole, aboveground and into Building 17H.

Manhole 20:

All piping within manhole shall be removed and capped. Manhole to be abandoned.

Manhole 21:

New HPS and LPC from Building 14H.

New HPS, LPC, and HPC to Manhole 22.

Manhole 22:

New HPS, LPC, and HPC from Manhole 21.

Manhole 24:

New HPS, LPC, and HPC to Manhole 25.

Manhole 25:

New HPS, LPC, and HPC from Manhole 24.

New HPS, LPC, and HPC to Manhole 26.

Manhole 26:

New manhole.

New HPS, LPC, and HPC from Manhole 27.

New HPS, LPC, and HPC to Manhole 25.

New HPS and LPC valved and capped within manhole for future.

Manhole 27:

New manhole.

New HPS, LPC, and HPC from Manhole 9H.

New HPS, LPC, and HPC to Manhole 26.

New HPS and LPC valved and capped within manhole for future.

Manhole 9H:

New manhole.

New HPS, LPC, and HPC to Manhole 27.

New HPS and LPC from exterior piping serving Building 9H.

Existing piping serving 9H shall be cut, capped, and abandoned in place. Building scheduled for demolition under separate project.

Plumbing

The new mechanical room and existing sub-basement mechanical room in Bldg. 14H shall be provided with new floor drains. New ductile cast iron (hub & spigot) sanitary piping will be installed to service these drains. A new duplex sump pump and pit will be installed in the sub-basement and discharge into an existing sanitary line. The sump pump shall be suitable for high temperature applications as it will possibly receive steam condensate.

The existing incoming domestic cold-water service shall be modified as required to provide make-up water connections to the new heating water system. New domestic water piping shall be extended to the basement mechanical room (incoming location) and new backflow preventors shall be installed on the new make-up water connections to system.

Electrical

Disconnect switches and motor controllers serving the existing condensate pumps are to be removed and replaced.

Existing manholes with existing sump pumps are located through the site. Many have convenience outlets in poor condition. Existing convenience outlets are to be removed and replaced with new GFCI outlets. Existing wiring circuits and conduits may be reused if they are in good condition, otherwise they shall be replaced in kind.

Existing condensate receiving pumps and tanks are to be removed and replaced. Existing circuits are to remain for reuse.

The existing duplex condensate receiver in the sub-basement of Building 14H is to be removed. Existing circuits are to remain for reuse (replace in kind as condition requires). Remaining mechanical equipment in the sub-basement mechanical room is to be removed. Remove all wire, conduit, and boxes associated back to source.

Provide power to newly installed condensate pumps in the following buildings: 14H, 15H, 17H, 18H, 19H, 20H, and 101. Existing circuits previously serving 208- volt/3-phase condensate pumps shall be reused. Extend wire and conduit matching existing to new units as required. New circuits shall be provided for condensate pumps replacing 120-volt/1-phase units. Provide new disconnects to serve new receivers as required.

In addition to the new condensate pump in Building 14H, new lighting, fire alarm and receptacles shall be provided in the renovated mechanical space. Power shall also be provided to new heating water pumps, chilled water pumps, unit heaters and exhaust fans. New disconnect switches to be provided to serve new mechanical equipment in the new mechanical room. New equipment shall be fed from the existing motor control center, electrical distribution equipment in the main electrical room and electrical panels in the corridor leading to the new mechanical room.

Provide power to new condensate pump, exhaust fan and unit heater in the sub-basement. Extend wire and conduit matching existing to new unit as required.

Provide new weatherproof, GFCI convenience outlets in existing and new manholes to serve manhole sump pumps.

Provide conduit within new trench to power outlets in manholes 25, 26, 27 and provide weatherproof junction box and direct buried conduit from manhole 25 to Building 11H. Connect wire and conduit to low voltage panel M1-11H to serve manhole outlets.

Electrical connections will be provided in accordance with the NEC and VA Electrical Design Manual.

All electrical equipment to be fully grounded and bonded in accordance with VA specifications and the NEC. Contractor shall verify all grounding/bonding by use of a Megger test and provide results report to COR. All grounding shall be accomplished by running a new continuous solid wire from equipment to the building grounding lugs/building steel/panel ground – in no case may metallic conduit serve as the grounding path.

Civil

The existing steam manhole between buildings 80H and 19H will be abandoned in place.

The existing steam manholes 19A and 20 will be abandoned in place.

The existing steam piping between manhole 1 and Building 101 will be abandoned in place.

The existing steam piping between manhole 19A and Building 17H will be abandoned in place.

The existing steam piping between manholes 19A and 20 will be abandoned in place.

The existing steam piping between manhole 20 and Building 15H will be abandoned in place.

The existing steam piping from Building 9H to the point of connection to new lines will be abandoned in place.

No existing utilities are planned for removal or abandonment to facilitate the new steam and condensate line and manhole construction. Contractor is responsible for locating and protecting all existing utilities, and the immediate repair of any damages to utilities caused during work operations.

Site improvements will only consist of the restoration of the areas disturbed by the steam line installation. All disturbed grass areas will have ruts filled with new topsoil, leveled, seeded to match existing turf type. All pavement and sidewalk restored will be with in-kind materials and to match existing thicknesses, with edges fully sealed and infills pinned to adjacent concrete paving. All curbs and sidewalks will be removed and replaced to the nearest existing joints.

New tree planting is required due to project excavation areas located within the Critical Area Buffer. Reference bid drawing sheet LP101 for location and quantity of tree planting.

Contactor shall backfill, compact, and stabilize all trenches at the end of each working day. No more trenches shall be opened than can be completed the same day.

Hazardous Material

Asbestos

Gray block pipe insulation on steam pipes found underground within the horizontal trenches, connecting manholes and buildings was found to be friable material and in fair condition. This material can remain in the trench until such a time that removal is necessary. Work can be performed in the manholes with proper awareness of the presences of friable pipe insulation within the horizontal trenches. See photograph #74.

White and gray flange gasket on pipes in the building’s mechanical rooms and within the manholes was found to be none friable asbestos containing material. The gasket and flange can be removed intact by cutting the pipe without dismantling flanges. If dismantling of the flanges required, removal of gaskets must be performed by asbestos abatement contractor. See photograph #15.

White TSI debris found under the swimming pool crawlspace was found to be friable asbestos containing building material. Abatement contractor must remove the TSI debris prior to demolition. See photograph #16.

White mudded pipe elbow insulation found in mechanical room of Building 17H found to be none friable (encapsulated). Remove project impacted elbows prior to disturbance. The remaining elbows can remain in the building under Operation & Maintenance (O&M) Plan. See photograph #23.

Corrugated paper insulation (air cell) found in wall cavity of Building 19H mechanical room was found to be friable and damaged. Repair the damage and manage the remining insulation under Operation & Maintenance (O&M) Plan. See photograph #36.

White seam sealant found in mechanical rooms and west end of Building 9H was found to be none friable and in good condition. Remove project impacted pipe insulation prior to disturbance. The remaining pipe insulation can remain in the building under Operation & Maintenance (O&M) Plan. See photograph #61.

White window glazing compound found in mechanical room of Building 9H found to be none fillable and fair condition. Remove the glazing compound prior to renovation or demolition. See photograph #65.

Materials suspected of potentially containing asbestos were identified during the inspection and sampled for asbestos content. Since ACMs are present within the project areas, actions should be taken to prevent fiber release and to minimize exposure of subcontractors to asbestos fibers. Appendix B contains a photo log of identified ACMs.

The renovation/demolition contractor and other subcontractors working within the project areas should be made aware of the locations of the ACM and the possibility of concealed suspect ACM that could be found during renovation activities. They should be advised to not disturb the identified ACM or suspect ACM.

Any concealed building materials discovered during renovation/demolition activities, which are suspected to contain asbestos, should be sampled by a licensed asbestos inspector and analyzed by NVLAP-accredited laboratory to confirm the absence or presence of asbestos prior to disturbing such materials. If the materials are found to contain asbestos, applicable local, state and federal regulations will apply.

The prospective abatement contractor(s) should independently verify quantities of ACM present and unique site conditions in order to prepare a cost estimate and for notification purposes. Notification to the proper agency should be submitted prior to commencing any abatement activities.

A licensed asbestos abatement contractor must remove any regulated ACM (RACM) within the State of Maryland. Abatement activities must be performed in compliance with applicable local, state, and federal requirements.

Lead-based Paint.

Damaged lead-based paint was identified in the swimming pool room. The damaged paint and associated plaster debris must be removed by an accredited lead abatement contractor prior to renovation or demolition.

It is important to note that even low concentrations of lead in paint (i.e., less than 0.7 mg/cm2) have the potential to result in some lead exposure to workers, particularly construction workers involved with activities such as torch cutting and welding metal structures, abrasive blasting, or sanding painted surfaces. Although low lead concentrations in certain materials may not meet the Maryland definition of lead-based paint, work practices involving the disturbance of painted surfaces or other materials are covered under the U.S. Occupational Safety and Health Administration’s (OSHA’s) Lead in Construction Standard in Title 29 of the CFR Part 1926.62. As a result, all construction and demolition activities involving lead-containing materials (regardless of the lead content) must comply with this standard, which prescribes requirements for contractor/worker exposure assessment, worker protection, and engineering controls.

The disposal of waste generated during any restoration, renovation, or demolition operations, including items coated with lead paint, is regulated by EPA Standard 40 CFR 261, Subpart C. This regulation requires that the contractor perform a Toxicity Characteristic Leaching Procedure (TCLP) test to determine if the construction debris is considered hazardous waste prior to disposal. A material is considered hazardous if it is ignitable, reactive, corrosive, or toxic.

VA site IH representative shall be required to review and sign all transport manifests for HAZMAT (lead & asbestos) materials prior to the waste leaving the PP VAMC site. NO WASTE SHALL LEAVE THE SITE WITHOUT VA AUTHORIZATION.

Mercury Hazards

Approximately thirty (30) fluorescent lamps within the project areas are suspected to contain mercury. Mercury-containing components identified in the project area shall be properly recycled prior to demolition/renovation project.

Comply with EPA and MDE requirements for demolition of structures containing lead paint, lead piping, or soldering.

The contractor must dispose of all asbestos waste per COMAR 26-11-21-08 ASBESTOS WASTE DISPOSAL

Comply with EPA and MDE requirements for proper handling (such as bagging, sealing and recycling) Mercury-Containing Devices (may include but are not limited to thermometers, manometers, pressure stats, gauges, float or level controls, load meters, supply relays, phase splitters, and sink traps) per 40 CFR 273 and COMAR 26.13.02.08, 26.13.10.06, 26.13.10.09 and 26.13.10.20, 26.13.10.21 and 26.13.10.26 or latest requirements.

All hazardous waste expected as a result of renovation, demolition or construction activities (including but not limited to mercury-containing devices, fluorescent bulbs, electrical devices that contain PCBs) must be properly characterized; sampled and tested (e.g., TCLP); managed and disposed in accordance with EPA and MDE requirements per COMAR 26.13.02.01, 26.13.02.08, 26.13.10.20, 26.13.10.21 and 26.13.10.26 or latest requirements. Contractor shall prepare a waste management plan for VAMHCS GEMS review.

Solid Waste/Recycling

All Solid waste must be managed (disposed or recycled) by the contractor.

Comply with VA Master Specification 017419 Construction Waste Management. This specification identifies materials that MUST be recycled or reused during construction and demolition projects. Additionally, VHA requires that 50% of demolition debris be diverted from the solid waste stream.

PLEASE GIVE ALL WASTE and RECYCLING QUANTITIES TO [VAMHCSGEMSProgram@va.gov](mailto:VAMHCSGEMSProgram@va.gov)

**19.0 Contractor Personnel:**

The Contractor shall be responsible for employing qualified personnel to perform the work specified in this SOW. The Contractor shall make sure that subcontractor and employees have proper documentation to authorize personnel to work in the United States of America. The Contractor shall maintain the personnel, organization, and administrative control necessary to ensure that the work delivered meets the contract specifications and requirements.

The Contractor is required that all subcontractor or employees have been screened by the VA Maryland Healthcare System Personnel Security. All contractor site personnel are required to obtain and wear a VA government furnished PIV badge. All contractor and subcontractor are required to wear a government and company furnish badge while performing services under this contract. The badge will contain a personal picture, name of employee, and Contractor's name. Badges shall be worn on the outer garment attached to the outer shirt or jacket pocket by a button or clip or worn around the neck secured by an appropriate identification card lanyard.

Government issued identification badge remains the property of the Government and shall be returned to the issuing office or other designated Government personnel upon transfer of Contractor employees from the contract.

The contractor shall insure that employee or subcontractor have valid driver license when driving a vehicle on property.

The Contractor shall be responsible for employing technically qualified personnel to perform the work specified in this SOW and authorized to work in the United States. The Contractor shall maintain the personnel, organization, and administrative control necessary to ensure that the work delivered meets the contract specifications and requirements. The work history of each contractor employee must contain experience directly related to the task and functions he/she is intended to perform under this contract. The Government reserves the right, during the life of the resulting contract, to request work histories on any contractor employee for the purposes of verifying compliance with the above requirements; additionally, the Government reserves the right to review resumes of contractor personnel proposed to be assigned. Personnel assigned to, or utilized by, the Contractor in performance of work shall be fully capable of performing the requirements contained in the SOW in an efficient, reliable, and professional manner.

Contractor shall provide a project supervisor who fluently speaks English language on site at all times.

Personnel should be properly trained for safety and performance of their respective duties.

Appropriate safety equipment shall be furnished by the Contractor-to-contractor personnel or subcontractor and shall be used as prescribed by OSHA Standards.

The Government reserves the right to review Contractor personnel qualifications. Upon request, resume shall be provided to the Contracting Office prior to clearance approval, for review and acceptance by the COR. The intent is verification purpose and not for the Government to become the hiring authority.

The Contractor shall comply with all applicable federal, state and local laws and ensure performance is secure while protecting material, equipment, and supplies from damage and loss. The Contractor shall ensure that employees or subcontractor have the proper PPE for the job. Government security personnel shall have the express right to inspect for security violations at any time during the term of the contract.

Contractor employees performing services under this order will be controlled, directed, and supervised at all times by management personnel of the contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the SOW. Contractor employees will perform their duties independent of, and without the supervision of, any Government official. The tasks, duties, and responsibilities set forth in the contract may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

The Contractor is liable for all damages to Government equipment, property; utilities, etc., located at the site (e.g. sprinkler heads, ceiling tiles, manholes, fire hydrants, vehicles, windows, etc.) caused by the Contractor, its employees or its subcontractors. The Contractor shall immediately report all damages to the COR and shall provide the Contracting Officer (CO) and COR, a written report, within 24 hrs. The report shall include: **What occurred, who was involved, when it occurred (Time/Date), where did it occurred, why it occurred, how it occurred, and the proposed means to repair or replace.**

Contractor is to maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces in accordance with NFPA 241.

**20.0 Documentation/Deliverables**:

The contractor shall complete daily logs including pictures, labor workforce details, deliveries, and a detailed description of the work performed each day. Daily reports shall be compiled and submitted for COR review on a weekly basis.

Monthly Progress Billing Invoices shall include:

Synopsis of work performed during the previous month.

Record of any major equipment deliveries

Updated project schedule

Certification statement and notarized signature

**21.0 Additional Terms and Conditions**

**21.1 Pricing and Payment**

This project will be deemed complete when all of the required tasks outlined in this SOW are complete and function as intended by design; the work shall be completed within the areas defined in this document. The VA will complete a final walk through and inspection of all work before processing final payment.

The contractor may submit progress payment invoices according to the Contracting Officer’s specifications at intervals acceptable to the VA. These progress payments will be substantiated by the COR inspections and the daily logs submitted by the contractor.

Progress payment invoices shall be sent via email to the COR for approval and payment.

Final payment will not be processed until final walk through, and approval is complete, and all warranties are issued to the seller (The VA).

Proposal shall include the cost of all general conditions as deemed necessary to complete the project as described in the scope of work. Work Site Protection and Administration shall be included.

Contractor shall submit a proposed schedule of project (Gantt chart), invoicing schedule of values, and Work/Safety plan prior to project start. Schedules shall be cost loaded.

**21.2 Construction Requirements**

The Contractor shall have the skills, availability, capacity and all other required resources required to complete the job on time without delay.

All work to be in compliance with local, state and federal rules and regulations, and VA technical standards.

If not specified, all work shall meet or exceed the specifications of currently installed work.

Provide daily on-site project management to coordinate all building trades and provide liaison for construction and VA Project Engineering. Superintendent and Site Safety and Health Officer will be designated and shall be on-site at the project site at all times while contract work is underway.

All employees of contractor shall comply with VA Security management program and obtain permission of the VA police, be identified by project and employer, and be restricted from unauthorized access. VA issued ID Badges shall be worn by all workers while within the campus boundaries.

**Contractor shall make all necessary arrangements to obtain the required badging prior to commencement of work**. VA issued ID Badges shall be worn by all workers at all times.

Follow all Infection Control Risk Assessment (ICRA) guidelines for dust control during all construction and demolition work. Inspections of work areas will be conducted by Infection Control Nurse, Safety Manager, and COR to enforce implementation of risk assessment. Interior mechanical room work under this project will generally be classified as **ICRA Class II**. The work at Building 14H mechanical room will be classified as ICRA Class III and will require HEPA negative-pressure air exhaust and entry door sealing. Exterior work will require dust control only.

All equipment and materials shall be approved prior to being brought on job site.

**FAR 52.225-11 Buy American - Construction Materials under Trade Agreement requirements apply to all construction material purchases under this contract.**

**All piping, valves, fittings, or other products that are predominantly iron/steel/alloy shall be of domestic origin (Made in USA).** Non-compliant products will be immediately removed from site and replaced at contractor’s expense.

Normal work hours are Monday through Friday 7:00 a.m. to 4:30 p.m. Contractor shall make prior arrangements to work earlier or later with Project Manager. Also, contractor shall make arrangements for sub-contractors to work in secured areas. VA will not grant access to subs; it is the responsibility of the contractor.

Unless noted otherwise, all new surface repair work shall match the existing adjacent work to the maximum extent practicable.

Contractor shall provide general clean up to construction area daily to the satisfaction of the COR.

Warranty on new work shall extend for a period of no less than **TWO (2) years** from date of substantial completion or acceptance of system part.

**21.3 Safety and Environmental Precautions**

The Contractor shall comply with all applicable Federal, State and local legal requirements regarding workers health and safety. The requirements include but are not limited to, those found in Federal and State Occupational Safety and Health Act (OSHA) statutes and regulations, such as applicable provisions of Title 29, Code of Federal Regulations (CFR) Parts 1910 and 1926. Contractor is solely responsible for determining the legal requirements that apply to activities and shall ensure safe and healthful working conditions for its employees.

OSHA and VA CONSTRUCTION SAFETY STANDARDS will be enforced. Contractor Supervisor must have completed the 30-hour OSHA Construction Safety course. All contractor employees must have completed the OSHA 10-hour OSHA Construction Safety course.

Contractor shall assume the responsibility to guard against causing of fires and/or explosions and to protect Government Property.

Any damages to property that result from contractor negligence shall be immediately remediated and repaired by the contractor at no additional cost and to the satisfaction of the COR.

The Contractor shall perform the work in a manner consistent with the area security and fire safety regulations especially with regard to exits and exit way access. Utility shutdowns shall not compromise security, communication or fire safety for occupants.

Contractor must obtain a burn permit from VA Safety Office prior to any welding, flame cutting, soldering work, and burning.

The work is in a professional environment, employees must conduct themselves accordingly. Employees shall not use abusive language, carry firearms, or bring alcoholic beverages on site. Employee's dress code shall consist of normal work uniform. Shirts must be worn at all times.

No flammable liquids shall be stored or used in the medical center.

The necessary number and appropriate types of portable fire extinguishers are required per National Fire Protection Agency (NFPA) 10 and NFPA 241.

The Contractor shall receive from the station fire department a hot work permit for all cutting, welding, and soldering. All permits shall be prominently displayed during all construction. Permits must be opened at the start of each activity and closed at the end of each workday.

All operational actions taken to temporarily reduce the hazard posed by life safety deficiencies created during and until completion of construction shall be assessed by the VA Safety Department and shall the responsibility of the contractor to implement. Temporary construction partitions of non-combustible or limited combustible material that will not contribute to the development of spread of fire smoke tight and have smooth clean surface are required.

In order to provide for control of all environmentally hazardous materials arising from demolition and/or construction activities, the Contractor shall comply with all applicable environmentally hazardous material control and all applicable provisions of the Corps of Engineers’ Manual EM 385-1-1, “General Safety Requirements” as well as the specific requirements stated elsewhere in the Contract Documents.

Disposal and/or recycling of all demolished building materials and construction waste per applicable regulations shall be included. Contractor shall keep detailed records of waste stream and diversion efforts (qty of material recycled, qty of material trashed, destination, and dates). Submit quarterly disposal record report to COR.

## A.4 WDOL FOR CECIL COUNTY, MARYLAND

General Decision Number: MD20250049 01/24/2025

Superseded General Decision Number: MD20240049

State: Maryland

Construction Type: Building

County: Cecil County in Maryland.

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).

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|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 $17.75 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 2025. |

|\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_|\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_|

|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: | $13.30 per hour (or the |

| | applicable wage rate listed|

| | on this wage determination,|

| | if it is higher) for all |

| | hours performing on that |

| | contract in 2025. |

|\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_|\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_|

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 01/03/2025

1 01/10/2025

2 01/24/2025

ASBE0024-004 10/01/2024

Rates Fringes

INSULATOR - MECHANICAL

(Duct, Pipe & Mechanical

System Insulation)...............$ 40.77 20.17

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BRDC0001-003 04/28/2024

Rates Fringes

STONE FINISHER...................$ 28.09 12.29

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BRDC0001-004 04/28/2024

Rates Fringes

TILE FINISHER....................$ 28.09 12.29

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BRDC0001-006 04/28/2024

Rates Fringes

TILE SETTER......................$ 33.41 13.94

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BRDC0001-007 04/28/2024

Rates Fringes

MASON - STONE....................$ 44.30 20.92

----------------------------------------------------------------

BRMD0001-002 04/28/2024

Rates Fringes

BRICKLAYER.......................$ 37.50 14.38

----------------------------------------------------------------

CARP0197-014 05/01/2024

Rates Fringes

MILLWRIGHT.......................$ 38.61 16.89

----------------------------------------------------------------

CARP0251-006 05/01/2024

Rates Fringes

SOFT FLOOR LAYER (Includes

Carpet, Vinyl and Resilient).....$ 34.12 14.64

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CARP0255-011 05/01/2022

Rates Fringes

CARPENTER........................$ 34.90 24.21

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ELEC0024-001 11/24/2024

Rates Fringes

ELECTRICIAN......................$ 48.25 5.25%+17.95

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ENGI0037-002 04/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR

Backhoe/Excavator/Trackhoe..$ 34.18 14.50

Bobcat/Skid Steer/Skid

Loader......................$ 32.23 14.50

Bulldozer...................$ 34.18 14.50

Crane.......................$ 38.74 14.50

Loader......................$ 34.18 14.50

Paver (Asphalt, Aggregate

and Concrete)...............$ 34.18 14.50

Roller......................$ 34.18 14.50

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IRON0005-021 06/01/2022

Rates Fringes

IRONWORKER, STRUCTURAL...........$ 32.12 24.81

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IRON0568-001 05/01/2024

Rates Fringes

IRONWORKER, REINFORCING..........$ 30.69 24.15

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LABO0616-001 05/01/2023

Rates Fringes

LABORER (Pipelayer)..............$ 23.24 22.10

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LABO0710-001 04/01/2024

Rates Fringes

LABORER (Mason Tender - Brick)...$ 22.17 6.73

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LABO0710-009 04/01/2024

Rates Fringes

LABORER (Mason Tender -

Cement/Concrete).................$ 22.17 6.73

----------------------------------------------------------------

PAIN0051-002 06/01/2023

Rates Fringes

GLAZIER..........................$ 34.76 13.85

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PAIN0051-003 06/01/2023

Rates Fringes

DRYWALL FINISHER/TAPER...........$ 27.46 11.56

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PAIN0051-006 06/01/2023

Rates Fringes

PAINTER..........................$ 27.46 11.56

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PLUM0486-002 12/16/2024

Rates Fringes

PIPEFITTER (Includes HVAC

Pipe and Unit Installation)......$ 48.71 24.48

PLUMBER..........................$ 48.71 24.48

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ROOF0030-003 07/01/2024

Rates Fringes

ROOFER...........................$ 34.76 14.91

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\* SFMD0669-002 01/01/2025

Rates Fringes

SPRINKLER FITTER.................$ 42.32 26.39

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SHEE0100-002 05/01/2022

Rates Fringes

SHEET METAL WORKER

Excludes HVAC Duct

Installation................$ 36.58 22.31

HVAC Duct Installation Only.$ 44.37 21.33

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TEAM0639-002 06/01/2024

Rates Fringes

TRUCK DRIVER (DUMP TRUCK)........$ 30.50 6.80

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\* UAVG-MD-0001 01/01/2024

Rates Fringes

IRONWORKER, ORNAMENTAL...........$ 31.51 24.53

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\* SUMD2023-006 05/30/2023

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...$ 26.17 10.93

LABORER: Common or General......$ 18.67 5.28

LABORER: Landscape..............$ 16.50 \*\* 2.34

OPERATOR: Forklift..............$ 25.22 5.47

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WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher

minimum wage under Executive Order 14026 ($17.75) or 13658

($13.30). Please see the Note at the top of the wage

determination for more information. Please also note that the

minimum wage requirements of Executive Order 14026 are not

currently being enforced as to any contract or subcontract to

which the states of Texas, Louisiana, or Mississippi, including

their agencies, are a party.

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)).

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The body of each wage determination lists the classifications

and wage rates that have been found to be prevailing for the

type(s) of construction and geographic area covered by the wage

determination. The classifications are listed in alphabetical

order under rate identifiers indicating whether the particular

rate is a union rate (current union negotiated rate), a survey

rate, a weighted union average rate, a state adopted rate, or a

supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than

""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was

prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2024. PLUM is an identifier of the union

whose collectively bargained rate 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. The date, 07/01/2024 in the

example, is the effective date of the most current negotiated

rate.

Union prevailing wage rates are updated to reflect all changes

over time that are reported to WHD in the rates

in the collective bargaining agreement (CBA) governing the

classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for

those classifications, but that 100% of the data reported for

the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a

weighted union average rate. OH indicates the State of Ohio.

The next number, 0010 in the example, is an internal number

used in producing the wage determination. The date, 01/01/2024

in the example, indicates the date the wage determination was

updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to

reflect a weighted average of the current rates in the

collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union

rate prevailed (as defined in 29 CFR 1.2) for this

classification in the survey or that the rate was derived by

computing a weighted average rate based on all the rates

reported in the survey for that classification. As a weighted

average rate includes all rates reported in the survey, it may

include both union and non-union rates. Example: SUFL2022-007

6/27/2024. SU indicates the rate is a single non-union

prevailing rate or a weighted average of survey data for that

classification. FL indicates the State of Florida. 2022 is the

year of the 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. The date,

6/27/2024 in the example, indicates the survey completion date

for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey

is conducted. However, the Wage and Hour Division (WHD) has the

discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and

prevailing wage rates set by a state (or local) government were

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.

The date, 01/03/2024 in the example, 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.

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WAGE DETERMINATION APPEALS PROCESS

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

be:

a) a survey underlying a wage determination

b) an existing published wage determination

c) an initial WHD letter setting forth a position on

a wage determination matter

d) an initial conformance (additional classification

and rate) determination

On survey related matters, initial contact, including requests

for summaries of surveys, should be directed to the WHD Branch

of Wage Surveys. Requests can be submitted via email to

davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

Regarding any other wage determination matter such as

conformance decisions, requests for initial decisions should be

directed to the WHD Branch of Construction Wage Determinations.

Requests can be submitted via email to BCWD-Office@dol.gov or

by mail 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 an initial decision has been issued, then any interested

party (those affected by the action) that disagrees with the

decision can request review and reconsideration from the Wage

and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Requests for review and reconsideration can be submitted via

email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION

|  |  |
| --- | --- |
| A.5 SELECTION CRITERIA | Weighting |
| 1. Professional qualifications and disciplines of staff proposed for the satisfactory performance of required services.   Project Manager: Proposed individual(s) shall have a minimum (5) years’ experience in this position, a minimum of (10) years’ experience in construction, and a minimum of a high school diploma or equivalent. At least one project in the past (8) years shall have been on a facility steam system distribution upgrade, under the direct supervision of this individual. (5%)  Site Superintendent: Proposed individual(s) shall have a minimum (5) years’ experience in this position, a minimum of (10) years’ experience in construction.  Quality Control Manager: Proposed quality control manager or managers shall, as a minimum, have (4) years’ experience at the journeyman level of any industrial construction trade or a 2-year technical degree and (5) years’ experience in this position. | 20% |
| 1. Examples of specialized experience and technical competence in various disciplines required for specific project.   Specifically, the offeror shall demonstrate proof of experience within the last (5) years that proposed prime or subcontracted company personnel have the required certifications and past experience in the following specialized technical fields: Experience with high pressure steam and condensate distribution and construction on a large scale (20%)  Experience with underground utility work on a large scale (20%) | 40% |
| 1. Capacity to Accomplish the work in the required time. Contractor shall have ample primary and reserve staff available to complete the required scope of work within the time frame allotted. | 10% |
| 1. Past experience and performance on government contracts. Contractor shall furnish past performance information for at least (3) projects, but a maximum of (5) projects, similar in size or scope performed within the past (8) years. Firms shall submit at least two completed “final” past-performance questionnaires (CPARS or PPQ). Firms that fail to furnish information requested will automatically be ranked as unacceptable in this category. Offerors shall also submit information regarding their current Experience Modification Rate (EMR). This must be furnished by the carrier’s insurance company and on the Insurance Company’s letterhead. | 15% |
| 1. Proximity of firm or working office providing professional services to the facility. Offices must be within a (200) mile radius of Perry Point VAMC.   0 to 50 mile radius = Exceptional  51 – 100 mile radius = Good  101 – 150 mile radius = Acceptable  151 – 200 mile radius = Marginal  Outside the 200 mile radius = Unacceptable | 10% |
| 1. The extent to which potential prime contractors identify and commit to the use of Service-Disabled Veteran-Owned Small Businesses, Veteran-Owned Small Businesses, and other types of Small Businesses as subcontractors. Use of in-house labor is also acceptable to meet socioeconomic goals. | 5% |
| **Total for Technical Evaluations** | **10000.0%** |
| **Pricing**. The pricing shall be evaluated on whether it is fair and reasonable, will complete the project as described in the scope of work, and is within the time frame allotted. | Acceptable  Unacceptable |

## A.6 CHECKLIST

This checklist has been made to assist interested parties submit a complete proposal:

1. Submission has been separated into 2 sections:
   1. Volume I contain the requested documentation for the technical evaluation, as listed in Section 16.0 of the Statement of Work:
      1. Technical approach to perform required services.
      2. Contractor safety plan.
      3. Contractor’s QA/QC Plan
      4. Proof of Insurance–Business Liability & Workers Compensation.
      5. References/proof of experience for past 5 years
      6. Past Performance Questionnaires: The information shall contain, at a minimum, a certification by the offeror 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. All Bidders/Offerors shall submit information pertaining to their past Safety and Environmental record – failure to furnish this information will render the offer unacceptable and therefore ineligible for award.
      7. All Offerors shall submit information regarding their current Experience Modification Rate (EMR). This information shall be obtained from the Offeror’s insurance carrier and be furnished on the insurance carrier’s letterhead.
      8. Contractor must have at least five (5) years of experience with steam distribution systems installations.

*Please be sure to complete and return VAAR 852.219-75 (Dev).*

* 1. Volume II contains the itemized, detailed, fixed-price proposal. This proposal must include all work as described in the Statement of Work – no exceptions.

For Volume I, the Source Selection Evaluation Board members will rate and rank the technical section first.

Any portion of the technical evaluation that receives an unacceptable rating will be excluded from the competitive range.

For Volume II, for those who passed the technical evaluation and came within the competitive range, their proposal will be evaluated for price reasonableness.

## A.7 PRICE/COST SCHEDULE

### ITEM INFORMATION

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ITEM NUMBER | DESCRIPTION OF SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0001 |  | 1.00 | JB | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | The contractor shall furnish all labor, tools, materials, equipment, supplies, and supervision to perform work as described in the statement of work, specifications and drawings. This construction project is to maximize the condensate return percentage from the eastern side of campus to the boiler plant at the maximum economical extent, and to repair numerous deficiencies in the existing distribution system at the Perry Point VAMC, Avenue D, Perry Point, MD 21902.  Contract Period: Base POP Begin: 03-31-2025 POP End: 09-22-2026 PRINCIPAL NAICS CODE: 236220 - Commercial and Institutional Building Construction PRODUCT/SERVICE CODE: Z2NZ - Repair or Alteration of Other Utilities | | | |  |
|  |  |  |  | **GRAND TOTAL** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

## A.8 DELIVERY SCHEDULE

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ITEM NUMBER | | SHIPPING INFORMATION | | QUANTITY | DELIVERY DATE |
| 0001 | SHIP TO: | | Department of Veterans Affairs Avenue D Perry Point, MD 21902 USA | 1.00 | 09/22/2026 |
|  | MARK FOR: | | Liana J Holland 304-263-0811 x 7611 Liana.Holland@va.gov |  |  |
|  | FOB: | | DESTINATION |  |  |

## A.9 52.201-1 ACQUISITION 360: VOLUNTARY SURVEY (SEP 2023)

(a) All actual and potential offerors are encouraged to provide feedback on the preaward and debriefing processes, as applicable. Feedback may be provided to agencies up to 45 days after award. The feedback is anonymous, unless the participant self-identifies in the survey. Actual and potential offerors can participate in the survey by selecting the following link: *https:// www.acquisition.gov/360*.

(b) The Contracting Officer will not review the information provided until after contract award and will not consider it in the award decision. The survey is voluntary and does not convey any protections, rights, or grounds for protest. It creates a way for actual and potential offerors to provide the Government constructive feedback about the preaward and debriefing processes, as applicable, used for a specific acquisition.

(End of Clause)

## A.10 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2025)

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

(2) The small business size standard is $45 Million.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

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

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

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

[ ] (i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(vi) 52.204-26, Covered Telecommunications Equipment or Services—Representation. This provision applies to all solicitations.

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

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

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

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

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

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

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

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

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

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

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

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

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

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

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

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

(A) If the acquisition value is less than $50,000, the basic provision applies.

(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.

(C) If the acquisition value is $100,000 or more but is less than $102,280, the provision with its Alternate III applies.

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

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

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

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

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

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

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

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

[X] (ii) 52.204-20, Predecessor of Offeror.

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

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

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

[] (vi) 52.227-6, Royalty Information.

[] (A) Basic.

[] (B) Alternate I.

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

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

|  |  |  |  |
| --- | --- | --- | --- |
| FAR Clause # | Title | Date | Change |
|  |  |  |  |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

## A.11 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)

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

*Covered contractor information system* means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

*Federal contract information* means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

*Information* means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

*Information system* means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

*Safeguarding* means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures*. (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements*. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of Clause)

## A.12 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

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

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

(b) *Prohibition*. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

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

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

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

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

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

(1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will’’ in paragraph (d)(1) of this section; and

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of Provision)

## A.13 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES—REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) ([*https://www.sam.gov*](https://www.sam.gov/)) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representations*. (1) The Offeror represents that it [ ] does, [ ] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [ ] does, [ ] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

## A.14 52.204-29 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—REPRESENTATION AND DISCLOSURES (DEC 2023)

(a) *Definitions*. As used in this provision, *Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system*, and *Source* have the meaning provided in the clause 52.204–30, Federal Acquisition Supply Chain Security Act Orders— Prohibition.

(b) *Prohibition*. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) *Procedures*. (1) The Offeror shall search for the phrase ‘‘FASCSA order’’ in the System for Award Management (SAM)([*https://www.sam.gov*](https://www.sam.gov)) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204–30, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) *Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

(e) *Disclosures*. The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

(1) Name of the product or service provided to the Government;

(2) Name of the covered article or source subject to a FASCSA order;

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description;

(7) Reason why the applicable covered article or the product or service is being provided or used;

(f) *Executive agency review of disclosures*. The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of Provision)

## A.15 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via [*https://www.sam.gov*](https://www.sam.gov) (see 52.204-7).

(End of Provision)

## A.16 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS—CERTIFICATION (NOV 2021)

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

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

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

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

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

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

(4) The Offeror may submit any questions with regard to this report by email to *NDAA1290Cert@state.gov*. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has—

(i) Waived application under U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

(e) *Remedies*. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of Provision)

## A.17 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

## A.18 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FEB 2024)

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

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

*Small business concern*—

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

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

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

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

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

(3) For long-term contracts—

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

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

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

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

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

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

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

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

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

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

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

(1) The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 236220 assigned to contract number TBD.

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

(3) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that it [ ] is, [ ] is not a women-owned small business concern.

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

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

(6) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause*.] The Contractor represents that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) [*Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause*.] The Contractor represents that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

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

(9) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that—

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:* \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

*[Contractor to sign and date and insert authorized signer's name and title.]*

(End of Clause)

## A.19 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (MAY 2014)

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

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

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

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

(End of Provision)

## A.20 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

(a) *Equal opportunity clause*. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

## A.21 52.223-20 AEROSOLS (MAY 2024)

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

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

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

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

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

(1) In-use emission rates, energy efficiency;

(2) Safety, such as flammability or toxicity;

(3) Ability to meet technical performance requirements; and

(4) Commercial availability at a reasonable cost.

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

(End of Clause)

## A.22 52.223-21 FOAMS (MAY 2024)

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

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

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

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

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

(1) In-use emission rates, energy efficiency, and safety;

(2) Ability to meet performance requirements; and

(3) Commercial availability at a reasonable cost.

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

(End of Clause)

## A.23 52.225-11 BUY AMERICAN—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2023) ALTERNATE II (OCT 2022)

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

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

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

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

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

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

(i) A commercial product (as defined in paragraph (1) of the definition of ‘‘commercial product’’ at Federal Acquisition Regulation (FAR) 2.101;

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

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

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

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

*Cost of components* means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

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

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

*Designated country* means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Australia, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, Ukraine, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

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

*Domestic construction material* means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both—

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if—

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of ‘‘cost of components’’.

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

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

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

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

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

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

(1) Is wholly the growth, product, or manufacture of a least developed country; or

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

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

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

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

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

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

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

(b) Construction materials.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American restrictions are waived for designated country construction materials.

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

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

N/A

N/A

N/A

N/A

N/A

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

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

(A) *For domestic construction material that is not a critical item or does not contain critical components*. (1) The cost of a particular domestic construction material subject to the restrictions of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(A)(1) of this clause.

(3) The procedures in paragraph (b)(4)(i)(A)(2) of this clause will no longer apply as of January 1, 2030.

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

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(4)(i)(B)(1) of this clause.

(3) The procedures in paragraph (b)(4)(i)(B)(2) of this clause will no longer apply as of January 1, 2030.

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

|  |  |  |  |
| --- | --- | --- | --- |
| **Construction Material Description** | **Unit of Measure** | **Quantity** | **Price (Dollars)\*** |
| Item 1: | | | |
| Foreign Construction Material |  |  |  |
| Domestic Construction Material |  |  |  |
| Item 2: | | | |
| Foreign Construction Material |  |  |  |
| Domestic Construction Material |  |  |  |

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

[Include other applicable supporting information.]

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

(End of Clause)

## A.24 52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)

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

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of Provision)

## A.25 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Liana J Holland Contracting Officer

Hand-Carried Address:

Department of Veterans Affairs

VAMC (613)

Chief, Contracting (90C)

510 Butler Ave, Building 308B

Martinsburg WV 25405

Mailing Address:

Department of Veterans Affairs

VAMC (613)

Cheif, Contracting (90C)

Cheif, Contracting (90C)

Martinsburg WV 25405

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

(End of Provision)

## A.26 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by:

(b) Weather Conditions:

(c) Transportation Facilities

(d) Other Physical Data

Test Pitting

Steam Manholes ACM Data

(End of Clause)

## A.27 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least $100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: $500,000.00 per occurrences.

(c) Automobile liability: $200,000.00 per person; $500,000.00 per occurrence and $20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

## A.28 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

https://www.acquisition.gov/browse/index/far

https://www.va.gov/oal/library/vaar/

(End of Provision)

## A.29 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

https://www.acquisition.gov/browse/index/far

https://www.va.gov/oal/library/vaar/

(End of Clause)

## A.30 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any VAAR Acquisition Regulation (48 CFR Chapter FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Provision)

## A.31 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

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

(End of Clause)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.202-1 | DEFINITIONS | JUN 2020 |
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES | MAY 2014 |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | JUN 2020 |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | JUN 2020 |
| 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | MAY 2014 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | MAY 2014 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | JUN 2020 |
| 52.203-13 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT | NOV 2021 |
| 52.203-14 | DISPLAY OF HOTLINE POSTER(S) | NOV 2021 |
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS | NOV 2023 |
| 52.203-19 | PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS | JAN 2017 |
| 52.204-7 | SYSTEM FOR AWARD MANAGEMENT | NOV 2024 |
| 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS | JUN 2020 |
| 52.204-14 | SERVICE CONTRACT REPORTING REQUIREMENTS | OCT 2016 |
| 52.204-15 | SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS | OCT 2016 |
| 52.204-16 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING | AUG 2020 |
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE | AUG 2020 |
| 52.204-27 | PROHIBITION ON A BYTEDANCE COVERED APPLICATION | JUN 2023 |
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE | OCT 2018 |
| 52.204-19 | INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS | DEC 2014 |
| 52.204-22 | ALTERNATIVE LINE ITEM PROPOSAL | JAN 2017 |
| 52.204-23 | PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES | DEC 2023 |
| 52.204-25 | PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT | NOV 2021 |

## A.32 52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS—PROHIBITION (DEC 2023)

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

*Covered article*, as defined in 41 U.S.C. 4713(k), means—

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

*FASCSA order* means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

*Intelligence community*, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

*National security system*, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity’s possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

*Sensitive compartmented information* means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

*Sensitive compartmented information system* means a national security system authorized to process or store sensitive compartmented information.

*Source* means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition*. (1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase ‘‘FASCSA order’’ in the System for Award Management (SAM) at [*https://www.sam.gov*](https://www.sam.gov) to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures*. The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement*. (1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at [*https://dibnet.dod.mil*](https://dibnet.dod.mil).

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal*. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts*. (1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

(End of Clause)

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| **FAR Number** | **Title** | **Date** |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | NOV 2021 |
| 52.209-9 | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS | OCT 2018 |
| 52.209-10 | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS | NOV 2015 |
| 52.210-1 | MARKET RESEARCH | NOV 2021 |

## A.33 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 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 540 days after the date the contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by . The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

(End of Clause)

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| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.213-4 | TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES) | JAN 2025 |
| 52.215-1 | INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997) | NOV 2021 |
| 52.215-2 | AUDIT AND RECORDS—NEGOTIATION | JUN 2020 |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | FEB 2024 |
| 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (NOV 2016) | SEP 2023 |
| 52.219-27 | NOTICE OF SET-ASIDE FOR, OR SOLE-SOURCE AWARD TO, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) CONCERNS ELIGIBLE UNDER THE SDVOSB PROGRAM | FEB 2024 |
| 52.222-3 | CONVICT LABOR | JUN 2003 |
| 52.222-4 | CONTRACT WORK HOURS AND SAFETY STANDARDS—OVERTIME COMPENSATION | MAY 2018 |
| 52.222-6 | CONSTRUCTION WAGE RATE REQUIREMENTS | AUG 2018 |
| 52.222-7 | WITHHOLDING OF FUNDS | MAY 2014 |
| 52.222-8 | PAYROLLS AND BASIC RECORDS | JUL 2021 |
| 52.222-9 | APPRENTICES AND TRAINEES | JUL 2005 |
| 52.222-10 | COMPLIANCE WITH COPELAND ACT REQUIREMENTS | FEB 1988 |
| 52.222-11 | SUBCONTRACTS (LABOR STANDARDS) | MAY 2014 |
| 52.222-12 | CONTRACT TERMINATION—DEBARMENT | MAY 2014 |
| 52.222-13 | COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS | MAY 2014 |
| 52.222-14 | DISPUTES CONCERNING LABOR STANDARDS | FEB 1988 |
| 52.222-15 | CERTIFICATION OF ELIGIBILITY | MAY 2014 |
| 52.222-19 | CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES | FEB 2024 |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | APR 2015 |
| 52.222-23 | NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION | FEB 1999 |
| 52.222-26 | EQUAL OPPORTUNITY | SEP 2016 |
| 52.222-27 | AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION | APR 2015 |
| 52.222-35 | EQUAL OPPORTUNITY FOR VETERANS | JUN 2020 |
| 52.222-37 | EMPLOYMENT REPORTS ON VETERANS | JUN 2020 |
| 52.222-40 | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT | DEC 2010 |
| 52.222-44 | FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS—PRICE ADJUSTMENT | MAY 2014 |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS | NOV 2021 |
| 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION | MAY 2022 |
| 52.222-55 | MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 | JAN 2022 |
| 52.222-62 | PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 | JAN 2022 |
| 52.223-5 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION | MAY 2024 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | FEB 2021 |
| 52.226-7 | DRUG-FREE WORKPLACE | MAY 2024 |
| 52.226-8 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING | MAY 2024 |
| 52.227-1 | AUTHORIZATION AND CONSENT | JUN 2020 |
| 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | JUN 2020 |
| 52.227-4 | PATENT INDEMNITY—CONSTRUCTION CONTRACTS | DEC 2007 |
| 52.228-2 | ADDITIONAL BOND SECURITY | OCT 1997 |
| 52.228-5 | INSURANCE—WORK ON A GOVERNMENT INSTALLATION | JAN 1997 |
| 52.228-11 | INDIVIDUAL SURETY—PLEDGE OF ASSETS | FEB 2021 |
| 52.228-12 | PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS | DEC 2022 |
| 52.228-14 | IRREVOCABLE LETTER OF CREDIT | NOV 2014 |
| 52.228-15 | PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION | JUN 2020 |
| 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | FEB 2013 |
| 52.229-4 | FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) | FEB 2013 |
| 52.229-11 | TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION | JUN 2020 |
| 52.229-12 | TAX ON CERTAIN FOREIGN PROCUREMENTS | FEB 2021 |
| 52.232-5 | PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS | MAY 2014 |
| 52.232-17 | INTEREST | MAY 2014 |
| 52.232-23 | ASSIGNMENT OF CLAIMS | MAY 2014 |
| 52.232-27 | PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS | JAN 2017 |
| 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT | OCT 2018 |
| 52.232-39 | UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS | JUN 2013 |
| 52.232-40 | PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | MAR 2023 |
| 52.233-1 | DISPUTES ALTERNATE I (DEC 1991) | MAY 2014 |
| 52.233-3 | PROTEST AFTER AWARD | AUG 1996 |
| 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT 2004 |
| 52.236-1 | PERFORMANCE OF WORK BY THE CONTRACTOR | APR 1984 |
| 52.236-2 | DIFFERING SITE CONDITIONS | APR 1984 |
| 52.236-3 | SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK | APR 1984 |
| 52.236-5 | MATERIAL AND WORKMANSHIP | APR 1984 |
| 52.236-6 | SUPERINTENDENCE BY THE CONTRACTOR | APR 1984 |
| 52.236-7 | PERMITS AND RESPONSIBILITIES | NOV 1991 |
| 52.236-8 | OTHER CONTRACTS | APR 1984 |
| 52.236-9 | PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS | APR 1984 |
| 52.236-10 | OPERATIONS AND STORAGE AREAS | APR 1984 |
| 52.236-11 | USE AND POSSESSION PRIOR TO COMPLETION | APR 1984 |
| 52.236-12 | CLEANING UP | APR 1984 |
| 52.236-13 | ACCIDENT PREVENTION | NOV 1991 |
| 52.236-14 | AVAILABILITY AND USE OF UTILITY SERVICES | APR 1984 |
| 52.236-15 | SCHEDULES FOR CONSTRUCTION CONTRACTS | APR 1984 |
| 52.236-17 | LAYOUT OF WORK | APR 1984 |
| 52.236-21 | SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION | FEB 1997 |
| 52.236-26 | PRECONSTRUCTION CONFERENCE | FEB 1995 |
| 52.236-27 | SITE VISIT (CONSTRUCTION) ALTERNATE I (FEB 1995) | FEB 1995 |
| 52.236-28 | PREPARATION OF PROPOSALS—CONSTRUCTION | OCT 1997 |
| 52.240-1 | PROHIBITION ON UNMANNED AIRCRAFT SYSTEMS MANUFACTURED OR ASSEMBLED BY AMERICAN SECURITY DRONE ACT—COVERED FOREIGN ENTITIES | NOV 2024 |
| 52.242-5 | PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS | JAN 2017 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.242-14 | SUSPENSION OF WORK | APR 1984 |
| 52.243-4 | CHANGES | JUN 2007 |
| 52.244-5 | COMPETITION IN SUBCONTRACTING | AUG 2024 |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES | NOV 2024 |
| 52.246-11 | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT | DEC 2014 |
| 52.246-12 | INSPECTION OF CONSTRUCTION | AUG 1996 |
| 52.246-21 | WARRANTY OF CONSTRUCTION | MAR 1994 |
| 52.246-26 | REPORTING NONCONFORMING ITEMS | AUG 2024 |
| 52.248-3 | VALUE ENGINEERING—CONSTRUCTION | OCT 2020 |
| 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) ALTERNATE I (SEPT 1996) | APR 2012 |
| 52.249-10 | DEFAULT (FIXED-PRICE CONSTRUCTION) | APR 1984 |
| 52.253-1 | COMPUTER GENERATED FORMS | JAN 1991 |

## A.34 MANDATORY WRITTEN DISCLOSURES

Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at <https://www.vaoig.gov/hotline/online-forms> and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

## A.35 VAAR 852.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2022)

The Contracting Officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee’s authority. A copy of the designation letter shall be furnished to the Contractor.

(End of Clause)

## A.36 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

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

(End of Clause)

## A.37 VAAR 852.204-71 INFORMATION AND INFORMATION SYSTEMS SECURITY (FEB 2023)

(a) *Definitions.* As used in this clause—*Business Associate* means an entity, including an individual (other than a member of the workforce of a covered entity), company, organization or another covered entity, as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule, that performs or assists in the performance of a function or activity on behalf of the Veterans Health Administration (VHA) that involves the creating, receiving, maintaining, transmitting of, or having access to, protected health information (PHI). The term also includes a subcontractor of a business associate that creates, receives, maintains, or transmits PHI on behalf of the business associate.

*Business Associate Agreement (BAA)* means the agreement, as dictated by the Privacy Rule, between VHA and a business associate, which must be entered into in addition to the underlying contract for services and before any release of PHI can be made to the business associate, in order for the business associate to perform certain functions or activities on behalf of VHA.

*Information system* means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information whether automated or manual.

*Information technology* (*see* FAR 2.101) also means Information and Communication Technology (ICT).

*Information technology-related contracts* means those contracts which include services (including support services), and related resources for information technology as defined in 802.101.

*Privacy officer* means the VA official with responsibility for implementing and oversight of privacy related policies and practices that impact a given VA acquisition.

*Sensitive personal information* means, with respect to an individual, any information about the individual maintained by VA, including but not limited to the following:

(1) Education, financial transactions, medical history, and criminal or employment history.

(2) Information that can be used to distinguish or trace the individual’s identity, including but not limited to name, social security number, date and place of birth, mother’s maiden name, or biometric records.

*Security plan* means a formal document that provides an overview of the security requirements for an information system or an information security program and describes the security controls in place or planned for meeting those requirements.

*VA Information Security Rules of Behavior for Organizational Users (VA National Rules of Behavior)* means a set of VA rules that describes the responsibilities and expected behavior of users of VA information or information systems.

*VA sensitive information* means all VA data, on any storage media or in any form or format, which requires protection due to the risk of harm that could result from inadvertent or deliberate disclosure, alteration, or destruction of the information and includes sensitive personal information. The term includes information where improper use or disclosure could adversely affect the ability of VA to accomplish its mission, proprietary information, records about individuals requiring protection under various confidentiality provisions such as the Privacy Act and the HIPAA Privacy Rule, and information that can be withheld under the Freedom of Information Act. Examples of VA sensitive information include the following:

individually-identifiable medical, benefits, and personnel information; financial, budgetary, research, quality assurance, confidential commercial, critical infrastructure, investigatory, and law enforcement information; information that is confidential and privileged in litigation such as information protected by the deliberative process privilege, attorney work-product privilege, and the attorney-client privilege; and other information which, if released, could result in violation of law or harm or unfairness to any individual or group, or could adversely affect the national interest or the conduct of Federal programs.

(b) *General.* Contractors, subcontractors, their employees, third-parties, and business associates with access to VA information, information systems, or information technology (IT) or providing and accessing IT-related goods and services, shall adhere to VA Directive 6500, VA Cybersecurity Program, and the directives and handbooks in the VA 6500 series related to VA information (including VA sensitive information and sensitive personal information and information systems security and privacy), as well as those set forth in the contract specifications, statement of work, or performance work statement. These include, but are not limited to, VA Handbook 6500.6, Contract Security; and VA Directive and Handbook 0710, *Personnel Security and Suitability Program,* which establishes VA’s procedures, responsibilities, and processes for complying with current Federal law, Executive Orders, policies, regulations, standards and guidance for protecting VA information, information systems (*see* 802.101, Definitions) security and privacy, and adhering to personnel security requirements when accessing VA information or information systems.

(c) *Access to VA information and VA information systems.*

(1) Contractors are limited in their request for logical or physical access to VA information or VA information systems for their employees, subcontractors, third parties and business associates to the extent necessary to perform the services or provide the goods as specified in the contracts, agreements, task, delivery or purchase orders.

(2) All Contractors, subcontractors, third parties, and business associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors to access VA information and VA information systems shall be in accordance with VA Directive and Handbook 0710, *Personnel Security and Suitability Program.*

(3) Contractors, subcontractors, third parties, and business associates who require access to national security programs must have a valid security clearance.

(4) HIPAA Business Associate Agreement requirement. Contractors shall enter into a Business Associate Agreement (BAA) with VHA, VA’s Covered Entity, when contract requirements and access to protected health information is required and when requested by the Contracting Officer, or the Contracting Officer’s Representative (COR) (see VAAR 824.103–70). Under the HIPAA Privacy and Security Rules, a Covered Entity (VHA) must have a satisfactory assurance that its PHI will be safeguarded from misuse. To do so, a Covered Entity enters into a BAA with a contractor (now the business associate), which obligates the business associate to only use the Covered Entity’s PHI for the purposes for which it was engaged, provide the same protections and safeguards as is required from the Covered Entity, and agree to the same disclosure restrictions to PHI that is required of the Covered Entity in situations where a contractor—

(i) Creates, receives, maintains, or transmits VHA PHI or that will store, generate, access, exchange, process, or utilize such PHI in order to perform certain health care operations activities or functions on behalf of the Covered Entity; or

(ii) Provides one or more of the services specified in the Privacy Rule to or for the Covered Entity.

(A) *Contractors or entities required to execute BAAs for contracts and other agreements become VHA business associates.* BAAs are issued by VHA or may be issued by other VA programs in support of VHA. The HIPAA Privacy Rule requires VHA to execute compliant BAAs with persons or entities that create, receive, maintain, or transmit VHA PHI or that will store, generate, access, exchange, process, or utilize such PHI in order to perform certain activities, functions or services to, for, or on behalf of VHA. There may be other VA components or staff offices which also provide certain services and support to VHA and must receive PHI in order to do so. If these components award contracts or enter into other agreements, purchase/delivery orders, modifications and issue governmentwide purchase card transactions to help in the delivery of these services to VHA, they will also fall within the requirement to obtain a satisfactory assurance from these contractors by executing a BAA.

(B) *BAA requirement flow down to subcontractors.* A prime Contractor required to execute a BAA shall also obtain a satisfactory assurance, in the form of a BAA, that any of its subcontractors who will also create, receive, maintain, or transmit VHA PHI or that will store, generate, access, exchange, process, or utilize such PHI will comply with HIPAA requirements to the same degree as the Contractor. Contractors employing a subcontractor who creates, receives, maintains, or transmits VHA PHI or that will store, generate, access, exchange, process, or utilize such VHA PHI under a contract or agreement is required to execute a BAA with each of its subcontractors which also obligates the subcontractor (*i.e.,* also a business associate) to provide the same protections and safeguards and agree to the same disclosure restrictions to VHA’s PHI that is required of the Covered Entity and the prime Contractor.

(d) *Contractor operations required to be in United States.* Custom software development and outsourced operations must be located in the U.S. to the maximum extent practicable. If such services are proposed to be performed outside the continental United States, and are not otherwise disallowed by other Federal law, regulations or policy, or other VA policy or other mandates as stated in the contract, specifications, statement of work or performance work statement (including applicable Business Associate Agreements), the Contractor/subcontractor must state in its proposal where all non-U.S. services are provided. At a minimum, the Contractor/ subcontractor must include a detailed Information Technology Security Plan, for review and approval by the Contracting Officer, specifically to address mitigation of the resulting problems of communication, control, and data protection.

(e) *Contractor/subcontractor employee reassignment and termination notification.* Contractors and subcontractors shall provide written notification to the Contracting Officer and Contracting Officer’s Representative (COR) immediately, and not later than four (4) hours, when an employee working on a VA information system or with access to VA information is reassigned or leaves the Contractor or subcontractor’s employment on the cognizant VA contract. The Contracting Officer and COR must also be notified immediately by the Contractor or subcontractor prior to an unfriendly termination.

(f) *VA information custodial requirements.*

(1) *Release, publication, and use of data.* Information made available to a Contractor or subcontractor by VA for the performance or administration of a contract or information developed by the Contractor/subcontractor in performance or administration of a contract shall be used only for the stated contract purpose and shall not be used in any other way without VA’s prior written approval. This clause expressly limits the Contractor’s/ subcontractor’s rights to use data as described in Rights in Data—General, FAR 52.227–14(d).

(2) *Media sanitization.* VA information shall not be co-mingled with any other data on the Contractors/subcontractor’s information systems or media storage systems in order to ensure federal and VA requirements related to data protection, information segregation, classification requirements, and media sanitization can be met (*see* VA Directive 6500, VA Cybersecurity Program). VA reserves the right to conduct scheduled or unscheduled on-site inspections, assessments, or audits of Contractor and subcontractor IT resources, information systems and assets to ensure data security and privacy controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with Federal and VA requirements. The Contractor and subcontractor will provide all necessary access and support to VA and/or GAO staff during periodic control assessments or audits.

(3) *Data retention, destruction, and contractor self-certification.* The Contactor and its subcontractors are responsible for collecting and destroying any VA data provided, created, or stored under the terms of this contract, to a point where VA data or materials are no longer readable or reconstructable to any degree, in accordance with VA Directive 6371, Destruction of Temporary Paper Records, or subsequent issue. Prior to termination or completion of this contract, the Contractor/subcontractor must provide its plan for destruction of all VA data in its possession according to VA Handbook 6500, and VA Cybersecurity Program, including compliance with National Institute of Standards and Technology (NIST) 800–88, Guidelines for Media Sanitization, for the purposes of media sanitization on all IT equipment. The Contractor must certify in writing to the Contracting Officer within 30 days of termination of the contract that the data destruction requirements in this paragraph have been met.

(4) *Return of VA data and information.* When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to the VA (as stipulated by the Contracting Officer or the COR) or the Contractor/subcontractor must hold it until otherwise directed. Items returned will be hand carried, securely mailed, emailed, or securely electronically transmitted to the Contracting Officer or to the address as provided in the contract or by the assigned COR, and/or accompanying BAA. Depending on the method of return, Contractor/subcontractor must store, transport, or transmit VA sensitive information, when permitted by the contract using VA-approved encryption tools that are, at a minimum, validated under Federal Information Processing Standards (FIPS) 140–3 (or its successor). If mailed, Contractor/subcontractor must send via a trackable method (USPS, UPS, Federal Express, etc.) and immediately provide the Contracting Officer with the tracking information. No information, data, documentary material, records or equipment will be destroyed unless done in accordance with the terms of this contract and the VHA Records Control Schedule 10–1.

(5) *Use of VA data and information.* The Contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if the National NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies for this contract as a result of any updates, if required.

(6) *Copying VA data or information.* The Contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the contract or to preserve electronic information stored on Contractor/ subcontractor electronic storage media for restoration in case any electronic equipment or data used by the Contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

(7) *Violation of information custodial requirements.* If VA determines that the Contractor has violated any of VA’s information confidentiality, privacy, or security provisions, it shall be sufficient grounds for VA to withhold payment to the Contractor or third-party or terminate the contract for default in accordance with FAR part 49 or terminate for cause in accordance with FAR 12.403.

(8) *Encryption.* The Contractor/ subcontractor must store, transport, or transmit VA sensitive information, when permitted by the contract, using cryptography, and VA-approved encryption tools that are, at a minimum, validated under FIPS 140–3 (or its successor).

(9) *Firewall and web services security controls.* The Contractor/subcontractor’s firewall and web services security controls, if applicable, shall meet or exceed VA’s minimum requirements. VA Configuration Guidelines are available upon request.

(10) *Disclosure of VA data and information.* Except for uses and disclosures of VA information authorized in a cognizant contract for performance of the contract, the Contractor/subcontractor may use and disclose VA information only in two other situations:

(i) subject to paragraph (f)(10) of this section, in response to a court order from a court of competent jurisdiction, or

(ii) with VA’s prior written approval. The Contractor/ subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the Contracting Officer for response. If the Contractor/subcontractor is in receipt of a court order or other request or believes it has a legal requirement to disclose VA information, that Contractor/ subcontractor shall immediately refer such court order or other request to the Contracting Officer for response. If the Contractor or subcontractor discloses information on behalf of VHA, the Contractor and/or subcontractor must maintain an accounting of disclosures. Accounting of Disclosures documentation maintained by the Contractor/subcontractor will include the name of the individual to whom the information pertains, the date of each disclosure, the nature or description of the information disclosed, a brief statement of the purpose of each disclosure or, in lieu of such statement, a copy of a written request for a disclosure, and the name and address of the person or agency to whom the disclosure was made. The Contractor/ subcontractor will provide its Accounting of Disclosures upon request and within 15 calendar days to the assigned COR and Privacy Officer. Accounting of disclosures should be provided electronically via encrypted email to the COR and designated VA facility Privacy Officer as provided in the contract, BAA, or by the Contracting Officer. If providing the Accounting of Disclosures electronically cannot be done securely, the Contractor/subcontractor will provide copies via trackable methods (UPS, USPS, Federal Express, etc.) immediately, providing the designated COR and Privacy Officer with the tracking information.

(11) *Compliance with privacy statutes and applicable regulations.* The Contractor/ subcontractor shall not disclose VA information protected by any of VA’s privacy statutes or applicable regulations including but not limited to: the Privacy Act of 1974, 38 U.S.C. 5701, confidential nature of claims, 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus or the HIPAA Privacy Rule. If the Contractor/subcontractor is in receipt of a court order or other requests for VA information or has questions if it can disclose information protected under the abovementioned confidentiality statutes because it is required by law, that Contractor/subcontractor shall immediately refer such court order or other request to the Contracting Officer for response.

(g) *Report of known or suspected security/ privacy incident.* The Contractor, subcontractor, third-party affiliate or business associate, and its employees shall notify VA immediately via the Contracting Officer and the COR or within one (1) hour of an incident which is an occurrence (including the discovery or disclosure of successful exploits of system vulnerability) that

(A) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or the availability of its data and operations, or of its information or information system(s); or

(B) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies. The initial notification may first be made verbally but must be followed up in writing within one (1) hour. See VA Data Breach Response Service at [*https://www.oprm.va.gov/dbrs/about*\_*dbrs.aspx*](https://www.oprm.va.gov/dbrs/about_dbrs.aspx)*.* Report all actual or suspected security/privacy incidents and report the information to the Contracting Officer and the COR as identified in the contract or as directed in the contract, within one hour of discovery or suspicion.

(1) Such issues shall be remediated as quickly as is practical, but in no event longer than [5] days. The Contractor shall notify the Contracting Officer in writing.

(2) When the security fixes involve installing third party patched (*e.g.,* Microsoft OS patches or Adobe Acrobat), the Contractor will provide written notice to VA that the patch has been validated as not affecting the systems within 10 working days. When the Contractor is responsible for operations or maintenance of the systems, they shall apply the security fixes within [5].

(3) All other vulnerabilities shall be remediated in a timely manner based on risk, but within 60 days of discovery or disclosure. Contractors shall notify the Contracting Officer, and COR within 2 business days after remediation of the identified vulnerability. Exceptions to this paragraph (*e.g.,* for the convenience of VA) must be requested by the Contractor through the COR and shall only be granted with approval of the Contracting Officer and the VA Assistant Secretary for Office of Information and Technology. These exceptions will be tracked by the Contractor in concert with the Government in accordance with VA Directive 6500.6 and related VA Handbooks.

(h) *Security and privacy incident investigation.*

(1) The term ‘‘privacy incident’’ means the unauthorized disclosure or use of VA information protected under a confidentiality statute or regulation.

(2) The term ‘‘security incident’’ means an occurrence that

(A) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information systems; or

(B) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable policies. The Contractor/subcontractor shall immediately notify the Contracting Officer and COR for the contract of any known or suspected security or privacy incident, or any other unauthorized disclosure of sensitive information, including that contained in system(s) to which the Contractor/subcontractor has access.

(3) To the extent known by the Contractor/ subcontractor, the Contractor/subcontractor’s notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the Contractor/subcontractor considers relevant.

(4) With respect to unsecured PHI, the Business Associate is deemed to have discovered a security incident as defined above when the Business Associate either knew, or by exercising reasonable diligence should have been known to an employee of the Business Associate. Upon discovery, the Business Associate must notify VHA of the security incident immediately within one hour of discovery or suspicion as agreed to in the BAA.

(5) In instances of theft or break-in or other criminal activity, the Contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and the VA Office of Security and Law Enforcement. The Contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The Contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

(i) *Data breach notification requirements.*

(1) This contract may require access to sensitive personal information. If so, the Contractor is liable to VA for liquidated damages in the event of a data breach involving any VA sensitive personal information the Contractor/Subcontractor processes or maintains under the contract as set forth in clause 852.211–76, Liquidated Damages—Reimbursement for Data Breach Costs.

(2) The Contractor/subcontractor shall provide notice to VA of a privacy or security incident as set forth in the Security and Privacy Incident Investigation section of this clause. The term ’data breach’ means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. The Contractor shall fully cooperate with VA or third-party entity performing an independent risk analysis on behalf of VA. Failure to cooperate may be deemed a material breach and grounds for contract termination.

(3) The Contractor/subcontractor shall fully cooperate with VA or any Government agency conducting an analysis regarding any notice of a data breach or potential data breach or security incident which may require the Contractor to provide information to the Government or third-party performing a risk analysis for VA, and shall address all relevant information concerning the data breach, including the following:

(i) Nature of the event (loss, theft, unauthorized access).

(ii) Description of the event, including—

(A) Date of occurrence;

(B) Date of incident detection;

(C) Data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code.

(D) Number of individuals affected or potentially affected.

(E) Names of individuals or groups affected or potentially affected.

(F) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, *e.g.,* unencrypted, plain text.

(G) Amount of time the data has been out of VA control.

(H) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons).

(I) Known misuses of data containing sensitive personal information, if any.

(J) Assessment of the potential harm to the affected individuals.

(K) Data breach analysis as outlined in 6500.2 Handbook, Management of Breaches Involving Sensitive Personal Information, as appropriate.

(L) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

(M) Steps taken in response to mitigate or prevent a repetition of the incident.

(j) *Training.*

(1) All Contractor employees and subcontractor employees requiring access to VA information or VA information systems shall complete the following before being granted access to VA information and its systems:

(i) On an annual basis, successfully complete the VA Privacy and Information Security Awareness and VA Information Security Rules of Behavior training.

(ii) On an annual basis, sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the VA Information Security Rules of Behavior for Organizational Users, relating to access to VA information and information systems.

(iii) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access.

(2) The Contractor shall provide to the Contracting Officer and/or the COR a copy of the training certificates and affirmation that VA Information Security Rules of Behavior for Organizational Users signed by each applicable employee have been completed and submitted within five (5) days of the initiation of the contract and annually thereafter, as required.

(3) Failure to complete the mandatory annual training and acknowledgement of the VA Information Security Rules of Behavior, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

(k) *Subcontract flow down.* The Contractor shall include the substance of this clause, including this paragraph (k), in subcontracts, third-party agreements, and BAAs, of any amount and in which subcontractor employees, third-party servicers/employees, and business associates will perform functions where they will have access to VA information (including VA sensitive information, *i.e.,* sensitive personal information and protected health information), information systems, information technology (IT) or providing and accessing information technology-related contract services, support services, and related resources (see VAAR 802.101 definition of information technology-related contracts).

(End of Clause)

## A.38 VAAR 852.211-72 TECHNICAL INDUSTRY STANDARDS (NOV 2018)

(a) The Contractor shall conform to the standards established by: ASME as to ASME Boiler & Pressure Vessel Code.

(b) The Contractor shall submit proof of conformance to the standard. This proof may be a label or seal affixed to the equipment or supplies, warranting that the item(s) have been tested in accordance with the standards and meet the contract requirement. Proof may also be furnished by the organization listed above certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(c) Offerors may obtain the standards cited in this provision by submitting a request, including the solicitation number, title and number of the publication to: ASME Customercare@asme.org

(d) The offeror shall contact the Contracting Officer if response is not received within two weeks of the request.

(End of Clause)

## A.39 VAAR 852.219-70 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (JAN 2023) (DEVIATION)

(a) This clause does not apply to small business concerns.

(b) If the offeror is required to submit an individual subcontracting plan, the minimum goals for award of subcontracts to certified service-disabled veteran-owned small business and certified veteran-owned small business SDVOSB/VOSB shall be at least commensurate with the Department’s annual SDVOSB/VOSB subcontracting goals.

(c) For a commercial plan, the minimum goals for award of subcontracts to SDVOSB/ VOSB shall be at least commensurate with the Department’s annual service-disabled veteran-owned small business and veteranowned small business subcontracting goals for the total value of projected subcontracts to support the sales for the commercial plan.

(d) To be credited toward goal achievements, SDVOSB/VOSBs must be certified and listed in the SBA certification database at <https://veterans.certify.sba.gov/> (see 13 CFR 128) and be otherwise eligible in accordance with SBA size standards for the acquisition and limitations on subcontracting requirements set forth in SBA regulations (see 13 CFR 121, 125 and 128).A contractor may reasonably rely on a subcontractor’s status as shown in the SBA certification database as of the date of subcontract award, provided the contractor retains records of the results of the SBA certification database query.

(e) The Contractor shall annually submit a listing of SDVOSB/VOSB (for which credit toward goal achievement is to be applied) for review by personnel in the Office of Small and Disadvantaged Business Utilization. Use VA Form 0896A, Report of Subcontracts to Small and Veteran-Owned Business.

(f) Pursuant to 38 U.S.C. 8127(g), any business concern that is determined by VA to have willfully and intentionally misrepresented a company’s SDVOSB/VOSB status is subject to debarment for a period of not less than five years. This includes the debarment of all principals in the business.

(End of Clause)

## A.40 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/*](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 multipleaward 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:

[X] 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)

## A.41 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)

## A.42 VAAR 852.223-70 INSTRUCTIONS TO OFFERORS—SUSTAINABLE ACQUISITION PLAN (SEP 2019)

Offerors shall include a Sustainable Acquisition Plan in their technical proposals. The plan must describe the approach and quality assurance mechanisms for applying FAR subpart 23.1, Sustainable Acquisition Policy and other Federal laws, regulations and Executive Orders governing sustainable acquisition. The plan shall clearly identify those products and services included in the proposal.

(End of Provision)

## A.43 VAAR 852.223-71 SAFETY AND HEALTH (SEP 2019)

(a) To help ensure the protection of the life and health of all persons, and to help prevent damage to property, the Contractor shall comply with all Federal, State, and local laws and regulations applicable to the work being performed under this contract. These laws are implemented or enforced by the Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA) and other regulatory/enforcement agencies at the Federal, State, and local levels.

(1) Additionally, the Contractor shall comply with the following regulations when developing and implementing health and safety operating procedures and practices for both personnel and facilities involving the use or handling of hazardous materials and the conduct of research, development, or test projects:

(i) 29 CFR 1910.1030, Bloodborne pathogens; 29 CFR 1910.1450, Occupational exposure to hazardous chemicals in laboratories. These regulations are available at <https://www.osha.gov/>.

(ii) Nuclear Regulatory Commission Standards and Regulations, pursuant to the Energy Reorganization Act of 1974 (42 U.S.C. 5801 et seq.) Copies are available from the U.S. Nuclear Regulatory Commission, Washington, DC 20555-0001.

(2) The following Government guidelines are recommended for developing and implementing health and safety operating procedures and practices for both personnel and facilities:

(i) Biosafety in Microbiological and Biomedical Laboratories, Centers for Disease Control and Prevention (CDC), available at <http://www.cdc.gov/biosafety/publications/index.htm>.

(ii) Prudent Practices in the Laboratory, National Research Council, National Academy Press, Washington, DC 20001, available at <http://www.nap.edu>.

(b)(1) The Contractor shall maintain an accurate record of, and promptly report to the Contracting Officer, all accidents or incidents resulting in the exposure of persons to toxic substances, hazardous materials; the injury or death of any person; or damage to property incidental to work performed under the contract resulting from toxic or hazardous materials and resulting in any or all violations for which the Contractor has been cited by any Federal, State or local regulatory/enforcement agency.

(2) The report shall include a copy of the notice of violation and the findings of any inquiry or inspection, and an analysis addressing the impact these violations may have on the work remaining to be performed. The report shall also state the required action(s), if any, to be taken to correct any violation(s) noted by the Federal, State, or local regulatory/enforcement agency and the time frame allowed by the agency to accomplish the necessary corrective action.

(c) If the Contractor fails or refuses to comply with the Federal, State or local regulatory/enforcement agency's directive(s) regarding any violation(s) and prescribed corrective action(s), the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action (as approved by the Federal, State, or local regulatory/enforcement agencies) has been taken and documented to the Contracting Officer. No part of the time lost due to any such stop work order shall form the basis for a request for extension or costs or damages by the Contractor.

(d) The Contractor shall insert this clause in each subcontract involving toxic substances or hazardous materials. The Contractor is responsible for the compliance of its subcontractors with the provisions of this clause.

(End of Clause)

## A.44 VAAR 852.228-70 BOND PREMIUM ADJUSTMENT (JAN 2008)

When net changes in original contract price affect the premium of a Corporate Surety Bond by $5 or more, the Government, in determining the basis for final settlement, will provide for bond premium adjustment computed at the rate shown in the bond.

(End of Clause)

## A.45 VAAR 852.228-72 ASSISTING SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESSES IN OBTAINING BONDS (DEC 2009)

Prime contractors are encouraged to assist service-disabled veteran-owned and veteran-owned small business potential subcontractors in obtaining bonding, when required. Mentor firms are encouraged to assist protégé firms under VA's Mentor-Protégé Program in obtaining acceptable bid, payment, and performance bonds, when required, as a prime contractor under a solicitation or contract and in obtaining any required bonds under subcontracts.

(End of Clause)

## A.46 852.228-73 INDEMNIFICATION OF CONTRACTOR—HAZARDOUS RESEARCH PROJECTS (MAR 2018)

(a) This contract involves work with a risk of an unusually hazardous nature as specifically defined in the contract. The government shall indemnify the Contractor, including subcontractors of any tier, against losses or liability specified in paragraphs (b) and (c) of this clause if—

(1) The losses or liability arise out of or results from a risk defined in this contract as unusually hazardous; and

(2) The losses or liability are not covered by the financial protection required by paragraph (c).

(b) The Government shall indemnify a Contractor for—

(1) Liability (including reasonable expenses of litigation or settlement) to third persons for death, bodily injury, or loss of or damage to property from a risk that the contract defines as unusually hazardous. This indemnification shall not cover liability under State or Federal worker’s injury compensation laws to employees of the Contractor who are both:

(i) Employed at the site of the contract work; and

(ii) Working on the contract for which indemnification is granted.

(2) The Government shall also indemnify the Contractor for loss of or damage to property of the Contractor from a risk that the contract defines as unusually hazardous.

(c) A Contractor shall have and maintain an amount of financial protection to cover liability to third persons and loss of or damage to the Contractor’s property. Financial protection may include private insurance, private contractual indemnities, self-insurance, other proof of financial responsibility, or a combination that provides the maximum amount required. The financial protection provided must meet one of the following—

(1) The maximum amount of insurance available from private sources; or

(2) A lesser amount that the Secretary establishes after taking into consideration the cost and terms of private insurance.

(d) Actions in event of a claim—

(1) The Contractor shall notify the Contracting Officer of any claim or suit against the Contractor for death, bodily injury, or loss of or damage to property; and

(2) The Government may elect to control or assist in the defense of any suit or claim for which indemnification is provided in the contract.

(End of Clause)

## A.47 **VAAR** 852.232-71 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (INCLUDING NAS– CPM) (NOV 2018)

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

(a) Retainage.

(1) The Contracting Officer may retain funds—

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

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

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

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

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

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

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

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

(b) The Contractor shall submit a schedule of costs in accordance with the requirements of section ‘‘Network Analysis System—Critical Path Method (NAS–CPM)’’ to the Contracting Officer for approval within 90 calendar days after date of receipt of notice to proceed. The approved cost schedule will be one of the bases for determining progress payments to the Contractor for work completed.

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

(2) The total costs of all work activities/events shall equal the contract price.

(3) Insurance and similar items shall be prorated and included in each work activity/event cost of the critical path method (CPM).

(4) The CPM shall include a separate cost loaded activity for adjusting and testing of the systems listed in the table in paragraph (b)(5) of this clause. The percentages listed in paragraph (b)(5) will be used to determine the cost of adjust and test work activities/events and identify, for payment purposes, the value of the work to adjust, correct and test systems after the material has been installed.

(5) Payment for adjust and test activities will be made only after the Contractor has demonstrated that each of the systems is substantially complete and operates as required by the contract.

|  |  |
| --- | --- |
| VALUE OF ADJUSTING, CORRECTING, AND TESTING SYSTEM | |
| System | Percent |
| Pneumatic tube system………………………………………………………………………………. | 10 |
| Incinerators (medical waste and trash)……………………………………………………….. | 5 |
| Sewage treatment plant equipment……………………………………………………………. | 5 |
| Water treatment plant equipment……………………………………………………………… | 5 |
| Washers (dish, cage, glass, etc.)………………………………………………………………….. | 5 |
| Sterilizing equipment……………………………………………………………………………….…. | 5 |
| Water distilling equipment…………………………………………………………………………. | 5 |
| Prefab temperature rooms (cold, constant temperature)………………………….. | 5 |
| Entire air-conditioning system (Specified under 600 Sections)…………………… | 5 |
| Entire boiler plant system (Specified under 700 Sections)………………………….. | 5 |
| General supply conveyors…………………………………………………………………………… | 10 |
| Food service conveyors………………………………………………………………………….…… | 10 |
| Pneumatic soiled linen and trash system…………………………………………………… | 10 |
| Elevators and dumbwaiters………………………………………………………………………… | 10 |
| Materials transport system…………………………………………………………………………. | 10 |
| Engine-generator system……………………………………………………………………………. | 5 |
| Primary switchgear……………………………………………………………………………………… | 5 |
| Secondary switchgear………………………………………………………………………………….. | 5 |
| Fire alarm system………………………………………………………………………………………… | 5 |
| Nurse call system………………………………………………………………………………………… | 5 |
| Intercom system………………………………………………………………………………………….. | 5 |
| Radio system……………………………………………………………………………………………….. | 5 |
| TV (entertainment) system………………………………………………………………………… | 5 |

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

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

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

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

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

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

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

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

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

(End of Clause)

## A.48 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

(1) *Contract financing payment* has the meaning given in FAR 32.001;

(2) *Designated agency* office means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests;

(4) *Invoice payment* has the meaning given in FAR 32.001; and

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA’s Electronic Invoice Presentment and Payment System at the current website address provided in the contract.

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI).

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions*. If, based on one of the circumstances in this paragraph (e), the Contracting Officer directs that payment requests be made by mail, the Contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for—

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

## A.49 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)

(a) As an alternative to filing a protest with the Contracting Officer, an interested party may file a protest by mail or electronically with: Executive Director, Office of Acquisition and Logistics, Risk Management and Compliance Service (003A2C), Department of Veterans Affairs, 810 Vermont Avenue NW, Washington, DC 20420 or Email: *EDProtests@va.gov.*

(b) The protest will not be considered if the interested party has a protest on the same or similar issue(s) pending with the Contracting Officer.

(End of Provision)

PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

Deputy Assistant Secretary for Acquisition and Logistics,

Risk Management Team, Department of Veterans Affairs

810 Vermont Avenue, N.W.

Washington, DC 20420

Or for solicitations issued by the Office of Construction and Facilities Management:

Director, Office of Construction and Facilities Management

811 Vermont Avenue, N.W.

Washington, DC 20420

## A.50 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 2018)

(a) Any protest filed by an interested party shall—

(1) Include the name, address, fax number, email and telephone number of the protester;

(2) Identify the solicitation and/or contract number;

(3) Include an original signed by the protester or the protester’s representative and at least one copy;

(4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

(5) Specifically request a ruling of the individual upon whom the protest is served;

(6) State the form of relief requested; and

(7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and Contracting Officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

## A.51 VAAR 852.236-71 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (APR 2019)

The clause entitled ‘‘Specifications and Drawings for Construction’’ in FAR 52.236– 21 is supplemented as follows:

(a) The Contracting Officer’s interpretation of the drawings and specifications will be final, subject to the Disputes clause.

(b) The Contractor shall—

(1) Check all drawings and specifications furnished immediately upon receipt;

(2) Compare all drawings and the specifications, and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

(4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

(5) Reproduce and print contract drawings and specifications as needed.

(c) In general—

(1) Drawings of greater detail shall govern over drawings of lesser detail unless specifically noted otherwise; and

(2) Figures and numerical quantities noted on drawings govern over scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

|  |  |  |
| --- | --- | --- |
| Title | File | Drawing No. |
| 512A5-21-304 Upgrade Steam System Phase V Drawings |  |  |
| 512A5-21-304 Upgrade Steam System Phase V Specifications |  |  |
|  |  |  |
|  |  |  |

(End of Clause)

## A.52 VAAR 852.236-72 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 2019)

(a) In accordance with FAR 52.236–1, the contract work accomplished on the site by laborers, mechanics, and foreman/superintendent on the Contractor’s payroll and under their direct supervision shall be used in establishing the percent of work to be performed by the Contractor. Cost of material and equipment installed by such labor may be included. The work by the Contractor’s executive, administrative and clerical forces shall be excluded in establishing compliance with the requirements of this clause.

(b) The Contractor shall submit, simultaneously with the schedule of costs required by the Payments under Fixed-Price Construction Contracts clause of the contract, a statement designating the portions of contract work to be performed with the Contractor’s own forces. The approved schedule of costs will be used in determining the value of a work activity/event, or portions thereof, of the work for the purpose of this article.

(c) Changes to established activity/event identifiers or responsibility codes for Contractor activities shall not be made without approval from the Contracting Officer.

(d) In the event the Contractor fails to comply with FAR 52.236–1, Performance of Work by the Contractor, the Contracting Officer will withhold retention in the amount of 15% of the value of any work activity/element being invoiced that was not authorized by the Contracting Officer to be performed by someone other than the prime Contractor’s own workforce.

(End of Clause)

## A.53 VAAR 852.236-79 CONTRACTOR PRODUCTION REPORT (APR 2019)

(a) The Contractor shall furnish to the resident engineer, for each workday, a consolidated report for the preceding workday. Reporting shall begin from date of mobilization until the date of final acceptance except for authorized holidays. VA Form 10101, Contractor Production Report, or a Contractor generated form containing the same type of information shall be signed, dated and submitted by the Contractor superintendent.

(b) Each report shall include and specifically identify at least one safety topic germane to the jobsite that day.

(End of Clause)

## A.54 VAAR 852.236-80 SUBCONTRACTS AND WORK COORDINATION (APR 2019)

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

(b) The Contractor shall be responsible to the Government for acts and omissions of his/her own employees, and of the subcontractors and their employees. The Contractor shall also be responsible for coordination of the work of the trades, subcontractors, and material suppliers.

(c) The Government or its representatives will not undertake to settle any differences between the Contractor and subcontractors or between subcontractors.

(d) The Government reserves the right to refuse to permit employment on the work, or require dismissal from the work, of any subcontractor or subcontractor employee who, by reason of previous unsatisfactory work on Department of Veterans Affairs projects or for any other reason, is considered by the Contracting Officer to be incompetent, careless, or otherwise objectionable.

(End of Clause)

## A.55 VAAR 852.239-75 INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE (FEB 2023)

(a) Any offeror responding to this solicitation must comply with established VA Information and Communication Technology (ICT) (formerly Electronic and Information (EIT)) accessibility standards. Information about Section 508 is available at [*http://www.section508.va.gov/*](http://www.section508.va.gov/).

(b) The Section 508 accessibility standards applicable to this solicitation are stated in the clause at 852.239–75, Information and Communication Technology Accessibility. In order to facilitate the Government’s determination whether proposed ICT supplies meet applicable Section 508 accessibility standards, offerors must submit appropriate VA Section 508 Checklists, in accordance with the checklist completion instructions. The purpose of the checklists is to assist VA acquisition and program officials in determining whether proposed ICT supplies, or information, documentation and services conform to applicable Section 508 accessibility standards. The checklists allow offerors or developers to self-evaluate their supplies and document—in detail—whether they conform to a specific Section 508 accessibility standard, and any underway remediation efforts addressing conformance issues.

(c) Respondents to this solicitation must identify any exception to Section 508 requirements. If an offeror claims its supplies or services meet applicable Section 508 accessibility standards, and it is later determined by the Government, i.e., after award of a contract or order, that supplies or services delivered do not conform to the described accessibility standards, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its expense.

(End of Provision)

## A.56 VAAR 852.242-70 GOVERNMENT CONSTRUCTION CONTRACT ADMINISTRATION (OCT 2020)

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

Liana J Holland

Department of Veterans Affairs

VAMC (613)

VISN 5 Contract Satellite Office

510 Butler Avenue, Building 306A

Martinsburg, WV 25405

(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:

None other

,

(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 $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 calendar days.

(End of Clause)

## A.57 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

The Contracting Officer reserves the right to designate an Administrative Contracting Officer (ACO) for the purpose of performing certain tasks/duties in the administration of the contract. Such designation will be in writing through an ACO Letter of Delegation and will identify the responsibilities and limitations of the ACO. A copy of the ACO Letter of Delegation will be furnished to the Contractor.

(End of Clause)

## A.58 VAAR 852.243-70 CONSTRUCTION CONTRACT CHANGES—SUPPLEMENT (SEP 2019)

The FAR clauses 52.236-2, Differing Site Conditions; 52.243-4, Changes; and 52.243-5, Changes and Changed Conditions, are supplemented as follows:

(a) Submission of request for equitable adjustment proposals. When directed by the Contracting Officer or requested by the Contractor, the Contractor shall, in accordance with FAR 15.403-5, submit proposals for changes in the work exceeding $500,000 in writing to the Contracting Officer or Administrative Contracting Officer (ACO), and to the resident engineer.

(1) The Contractor must provide an itemized breakdown for changes exceeding the micro-purchase threshold (see FAR 2.101).

(2) The itemized breakdown shall include materials, quantities, unit prices, labor costs (separated into trades), construction equipment, etc. Labor costs shall be identified with specific material placed or operation performed.

(3) Proposals shall be submitted to the Contracting Officer or ACO and the resident engineer as expeditiously as possible, but not later than 14 calendar days, after receipt of a written change order by the Contracting Officer.

(4) Proposals shall be signed by each subcontractor participating in the change.

(5) The Contracting Officer will consider issuing a settlement by determination to the contract if the Contractor's proposal required by paragraph (a)(3) of this clause is not received within the time period specified in paragraph (a)(3), or if agreement has not been reached.

(b) Paragraphs (a)(1) through (5) of this clause and the following paragraphs (b)(1) and (2) apply to proposals for changes in the work $500,000 or less:

(1) As a basis for negotiation, allowances not to exceed 10 percent each for overhead and profit for the party performing the work will be based on the value of labor, material, and equipment required to accomplish the change. As the value of the change increases, a declining scale will be used in negotiating the percentage of overhead and profit. This declining scale will also be used to negotiate the prime Contractor's or upper-tier subcontractor's fee when work is performed by lower-tier subcontractors (to a maximum of three tiers) and will be based on the net increased cost to the prime or upper-tier subcontractor, as applicable. Profit (fee) shall be computed by multiplying the profit percentage by the sum of the direct costs and computed overhead costs. Allowable percentages on changes will not exceed the following:

(i) 10 percent overhead and/or 10 percent profit (fee) on the first $20,000.

(ii) 7.5 percent overhead and/or 7.5 percent profit (fee) on the next $30,000.

(iii) 5 percent overhead and/or 5 percent profit (fee) on a balance over $50,000.

(2) The Contracting Officer will consider issuing a settlement by determination to the contract if the Contractor's proposal required by paragraph (3) is not received within 30 calendar days, or if agreement has not been reached.

(c)(1) Overhead and Contractor's fee percentages shall be considered to include insurance other than mentioned herein, field and office supervisors and assistants, security police, use of small tools, incidental job burdens, and general home office expenses and no separate allowance will be made. Assistants to office supervisors include all clerical, stenographic and general office help. Incidental job burdens include, but are not necessarily limited to, office equipment and supplies, temporary toilets, telephone and conformance to OSHA requirements. Items such as, but not necessarily limited to, review and coordination, estimating and expediting relative to contract changes are associated with field and office supervision and are considered to be included in the Contractor's overhead and/or fee percentage.

(2) Where the Contractor's or subcontractor's portion of a change involves credit items, such items must be deducted prior to adding overhead and profit for the party performing the work. The Contractor's fee is limited to the net increase to Contractor or subcontractors' portions of cost computed in accordance with this clause.

(3) Where a change involves credit items only, a proper measure of the amount of downward adjustment in the contract price is the reasonable cost to the Contractor if it had performed the deleted work. A reasonable allowance for overhead and profit are properly includable as part of the downward adjustment for a deductive change. The amount of such allowance is subject to negotiation.

(End of Clause)

## A.59 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

(End of Provision)

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| --- | --- | --- | --- | --- |
| **FAR Number** | **Title** | | | **Date** |
| 852.204-70 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | | | MAY 2020 |
| 852.246-71 | REJECTED GOODS | | | OCT 2018 |
| **Attachment #** | | **Title** | **Date** | | **# Pages** |
| 1 | | 512A5-21-304 Upgrade Steam  Phase V Drawings | 02-02-2024 | | 121 |
| 2 | | 512A5-21-304 Upgrade Steam System  Phase V Specifications | 02-02-2024 | | 1,265 |
| 3 | | Steam Manholes ACM Data Table  ALL TSI ABATED | 12-05-2024 | | 1 |
| 4 | | 512A5-21-304 Steam System Upgrade  Test Pit Report | 12-05-2023 | | 112 |
| 5 | | Past Performance Questionnaire | 02-04-2025 | | 6 |
| 6 | | RFI Form | 02-04-2025 | | 1 |
| 7 | | Site Visit Map | 02-04-2025 | | 1 |
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See attached document: S02\_512A5-21-304 Upgrade Steam System Phase V Drawings.

See attached document: combinedSPECS\_rev1.

See attached document: Steam Manholes ACM Data Table ALL TSI ABATED.

See attached document: 512A5-21-304 Steam System Upgrade\_Test Pit Report.

See attached document: Past Performance Questionnaire for 512A5-21-304 Upgrade Steam System Phase V Construction.

See attached document: RFI Submission\_36C24525R0019.

See attached document: 23H Site Visit.