

<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	36C24225B0022	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	04-29-2025	1 72

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

4. CONTRACT NUMBER		5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER 561-25-101
7. ISSUED BY Department of Veterans Affairs Network Contracting Office 2 Margaret Cochran Corbin VA Campus 423 East 23 <sup>rd</sup> Street New York NY 10010-5011	CODE 36C242	8. ADDRESS OFFER TO Department of Veterans Affairs Network Contracting Office 2 James J. Peters VA Medical Center 130 West Kingsbridge Road Bronx NY 10468-3904	
9. FOR INFORMATION CALL:	a. NAME Robinson, Lateisha	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 917-943-8289	

### SOLICITATION

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

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

Project# 561-25-101 is to completely prepare site for building operations, including demolition and removal of existing flooring, and furnish labor and materials to perform work as required by drawings and specifications at the VANJ Health VANJ Health Care System, East Orange, NJ campus

NAICS: 238330  
Size Standard: 19 Million  
Magnitude of Construction: \$250,000 and \$500,000  
Period of Performance: 150 calendar days after Notice to Proceed (NTP)

This requirement is 100% set aside for Service-Disabled Veteran Owned Small Business (SDVOSB). Potential contractors must be registered in SAM ([www.sam.gov](http://www.sam.gov)) with a Unique Entity Identifier (UEI) and are certified in the Veterans Small Business (VetCert) program (<https://veterans.certify.sba.gov>) at the time of bid submission and prior to award of this procurement. Bidders must submit their annual Vets-4212 Report.

A site visit is scheduled for Tuesday 5/6/2025 at 7:30am Eastern Time. Prospective bidders are to meet at Building 5A, Room 113. This will be the only site visit for this project. No other site visits will be scheduled. All requests for information must be emailed to [Lateisha.Robinson@va.gov](mailto:Lateisha.Robinson@va.gov) NLT 2PM Eastern Time on 5/13/2025.

ALL BIDS MUST BE EMAILED TO [LATEISHA.ROBINSON@VA.GOV](mailto:LATEISHA.ROBINSON@VA.GOV) AND RECEIVED BY 10:45am EASTERN TIME ON 5/29/2025. THE PUBLIC BID OPENING WILL BE AT 11:00 EASTERN TIME ON 5/29/2025 VIA TELECONFERENCE. TO ACCESS TELECONFERENCE PLEASE DIAL 1347-566-4838 AND ENTER ACCESS CODE 298317807#. TO JOIN USING TEAMS THE MEETING ID IS 287 211 378 439 2 USING PASSCODE xh6SX7J2. BIDS MUST BE TIMESTAMPED NO LATER THAN 10:45am EASTERN TIME ON 5/29/2025. NO LATE BIDS WILL BE ACCEPTED. Per FAR 36.209, construction contracts with Architect-Engineering Firms; no contract for the construction of a project shall be awarded to the firm that designed the project or its subsidiaries or affiliates.

IAW VAAR 852.219-75 VA Notice of Limitations on Subcontracting, Certificate of Compliance must be signed and submitted with your proposal.

IAW FAR 52.225-2 Buy American Certificate, Certificate must be signed and submitted with your proposal.

Contractors must acknowledge all solicitations amendments.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>150</u> calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See <u>52.211-10</u> ).	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 10

### 13. ADDITIONAL SOLICITATION REQUIREMENTS:

- Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 10:45AM EDT (hour) local time 05-29-2025 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due.
- An offer guarantee ☒ is, ☐ is not required.
- All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- Offers providing less than \_\_\_\_\_ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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

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

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

AMOUNTS

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

**19. ACKNOWLEDGMENT OF AMENDMENTS**

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

AMENDMENT NUMBER										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20b. SIGNATURE	20c. OFFER DATE
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**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )
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26. ADMINISTERED BY  Department of Veterans Affairs James J. Peters VA Medical Center Network Contracting Office 2 130 West Kingsbridge Road Bronx NY 10468-3904	36C242	27. PAYMENT WILL BE MADE BY  Tungsten Network <a href="https://www.tungsten-network.com/customer-campaigns/veteransaffairs/">https://www.tungsten-network.com/ customer-campaigns/veteransaffairs/</a>  PHONE: 1877-489-6135 FAX:
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**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31a. NAME OF CONTRACTING OFFICER (Type or print)  Lateisha Robinson Contract Officer	
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA  BY	31c. AWARD DATE

## Table of Contents

<b>PART I - THE SCHEDULE .....</b>	<b>1</b>
<b>SECTION A - SOLICITATION/CONTRACT FORM .....</b>	<b>1</b>
A.1 SF 1442 SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) ..	1
A.2 SF 1442 SOLICITATION, OFFER, AND AWARD (CONSTRUCTION, ALTERATION, OR REPAIR)– BACK .....	2
<b>1.1 INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS ...</b>	<b>5</b>
<b>1.1 BID PRICING SHEET .....</b>	<b>6</b>
<b>STATEMENT OF WORK.....</b>	<b>7</b>
<b>INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS.....</b>	<b>18</b>
2.1 52.204-29 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS— REPRESENTATION AND DISCLOSURES (DEC 2023).....	18
2.2 52.216-1 TYPE OF CONTRACT (APR 1984) .....	19
2.3 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (MAY 2014).....	19
2.4 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS (MAY 2014).....	19
2.5 52.228-1 BID GUARANTEE (SEP 1996) .....	20
2.6 52.228-17 INDIVIDUAL SURETY—PLEDGE OF ASSETS (BID GUARANTEE) (FEB 2021).....	21
2.7 52.233-2 SERVICE OF PROTEST (SEP 2006) .....	21
2.8 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995) ...	22
2.9 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	22
2.10 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 2018).....	23
2.11 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018) .....	23
2.12 VAAR 852.239-75 INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE (FEB 2023) .....	23
<b>REPRESENTATIONS AND CERTIFICATIONS .....</b>	<b>25</b>
3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2025) .....	25
3.2 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) .....	28
3.3 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS— CERTIFICATION (NOV 2021) .....	31
3.4 52.223-21 FOAMS (MAY 2024).....	33
<b>GENERAL CONDITIONS .....</b>	<b>34</b>
4.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE I (APR 1984) .....	34
4.2 52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JAN 2025).....	34

4.3	52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (OCT 2022).....	37
4.4	SUPPLEMENTAL INSURANCE REQUIREMENTS.....	42
4.5	52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	42
4.6	VAAR 852.211-72 TECHNICAL INDUSTRY STANDARDS (NOV 2018) .....	45
4.7	VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION) .....	45
4.8	VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING— CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION).....	48
4.9	VAAR 852.228-70 BOND PREMIUM ADJUSTMENT (JAN 2008) .....	50
4.10	VAAR 852.228-72 ASSISTING SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESSES IN OBTAINING BONDS (DEC 2009).....	50
4.11	VAAR 852.232-70 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (WITHOUT NAS– CPM) (NOV 2018).....	50
4.12	VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018).....	53
4.13	VAAR 852.236-71 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (APR 2019).....	55
4.14	VAAR 852.236-79 CONTRACTOR PRODUCTION REPORT (APR 2019) .....	56
4.15	VAAR 852.236-80 SUBCONTRACTS AND WORK COORDINATION (APR 2019) .....	56
4.16	VAAR 852.242-70 GOVERNMENT CONSTRUCTION CONTRACT ADMINISTRATION (OCT 2020).....	56
4.17	VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020).....	57
4.18	VAAR 852.243-70 CONSTRUCTION CONTRACT CHANGES—SUPPLEMENT (SEP 2019).....	58
	WAGE DETERMINATION.....	60

## 1.1 INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS

(a) Bidding materials consisting of Invitation for Bids, drawings, specifications and contract forms will be available in the Contract Opportunities section on [sam.gov](https://sam.gov) in electronic format only by searching for solicitation number 36C24225B0022. All interested parties (subs & primes) should register at [sam.gov](https://sam.gov) as an “Interested Vendor” so that others will know of our interest in participating in this procurement. A Bidder’s mailing list WILL NOT BE prepared by the Contract Specialist. SOLICITATION AMENDMENTS: Amendments to the solicitation will be posted at [sam.gov](https://sam.gov). Paper copies of the amendments will NOT be individually mailed. By registering to “Receive Notification”, you will be notified by e-mail of any new amendments that have been issued and posted. No other notification of amendments will be provided. Bidders are reminded that they are responsible for obtaining and acknowledging all amendments to this solicitation prior to the time for receipt of bids. Copies of signed amendment cover pages must be submitted with the bids.

**(b) If bid exceeds \$150,000 a bid bond must be submitted.** A bid guarantee is required in an amount not less than 20 percent of the bid price but shall not exceed \$3,000,000. Failure to furnish the required bid guarantee in the proper form (on Standard Form (SF) 24) and amount, by the time set for opening of bids, will require rejection of the bid in all cases except those listed in FAR 28.101-4, and may be cause for rejection even then. Affidavit of Individual Sureties shall be submitted on SF 28.

**(c) If the contract will exceed \$150,000** (see FAR 28.102-1 for lesser amount), the bidder to whom award is made will be required to furnish two bonds, a Payment Bond, SF 25A, and a Performance Bond, SF 25, each in the penal sum as noted in the General Conditions of the Specification.

**(d) If the bid is between \$30,000 - \$150,000.** The bidder to whom award is made will be required to furnish a Payment Bond, Standard Form 25A or alternative payment protection which conforms to the requirements set forth in FAR Clause 52.228-13, Alternative Payment Protections, as noted in the General Conditions of this Specification.

Reference Federal Acquisition (FAR) 28.106-1 for a list of Bond and Bond Related Forms. Copies of the Standard Forms referenced above may be obtained in the Standard Form section at <https://www.gsa.gov/reference/forms#>.

**DESCRIPTION OF WORK: GENERAL CONSTRUCTION:** Contractor shall completely prepare site for building operations, including demolition and removal of existing flooring, and furnish labor and materials to perform work for VA Project 561-25-101 Replace Flooring, Building 1, 4th Floor wings 4B and 4C as required by drawings and specifications.

Cost Range: \$250,000 and \$500,000

## 1.1 BID PRICING SHEET

Project Number 561-25-101  
Replace Flooring, Building 1, 4<sup>th</sup> Floor

Bids providing less than 120 Calendar Days of Government Acceptance after the date bids are due will not be considered and will be rejected.

The bidder agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation if this bid is accepted by the Government in writing within 120 calendar days after the date bidders are due.

The work shall be performed in compliance with the specifications, drawings, as well as the contract terms and conditions. The place of performance is Department of Veterans Affairs, VA New Jersey Healthcare System, East Orange Campus, 385 Tremont Ave, East Orange, New Jersey 07018.

Contractor shall completely prepare site for building operations, including demolition and removal of existing structures, and furnish labor and materials to perform work for VA Project Number 561-25-101 Replace Flooring, Building 1, 4th Floor as required and defined by the Architecture and Engineering (AE) drawings and the specifications.

ITEM I, Replace Flooring, building 1, 4th floor project: Work includes general construction, alterations, necessary removal of existing structures and construction and certain other items as required by the contract drawings and specifications

ITEM I TOTAL: \_\_\_\_\_

**Construction Timeframe:** Contractor shall commence work immediately of receiving the Notice to Proceed. Period of Performance is 150 days from the receipt of Notice to Proceed.

## STATEMENT OF WORK

### **Project # 561-25-101**

### **Replace Flooring, Building 1, 4th Floor**

**1/22/2025**

#### **1. Contract Title.**

Furnish professional construction services for project 561-25-101 to Replace Flooring in Building 1, 4th Floor at the VANJ Health Care System, East Orange, NJ.

#### **2. Background.**

Existing flooring system is old and inadequate, and do not meet requirements for clinical spaces in healthcare facility and this project is to replace the carpet floors with a more durable and hygienic friendly material.

#### **3. Scope.**

Contractor shall completely prepare site for building operations, including demolition and removal of existing flooring, and furnish labor and materials to perform work for VA Project 561-25-101 Replace Flooring, Building 1, 4th Floor wings 4B and 4C as required by drawings and specifications.

The flooring in rooms, corridors and areas to be replaced with Medical Grade seamless surface of new luxury vinyl tiles (LVT) with a continuous 6" base cove height at wall and built-in cabinets, with an approximate square footage of average 5,200 SF as per the attached drawings.

Work shall be completed in multiple phases around clinical schedule as necessary, and only after hours and weekends (including holidays), in order to allow the service to continue to function at normal hours with little to no interruptions of patient service and access during project.

Contractor shall field verify before bid the requirements to install flooring under and around the existing modular wall system (DIRTT System).

#### **4. Specific Tasks.**

The contractor shall provide a complete construction service, including but not limited to, all labor, material, equipment, supervision, inspections, submittals and as built drawings to perform all work as shown in the drawings and specifications.

The scope of work shall include but not be limited to the following:

1. The rooms, corridors and areas in the attached drawings will require the complete removal of all existing flooring materials including but not limited to carpet, vinyl sheets, vinyl tiles and existing cove base in the same areas as the removed flooring. Condition of substrate is unknown until once

the original floor materials are removed, cannot be established at this time. Contractor shall use care to ensure that substrate remains intact and that proper floor preparation can be completed per manufacturer's specifications, general accepted industry practices, and all applicable VA specifications.

2. Contractor shall submit a work schedule including phasing, location and time period, coordination for work locations will take place between contractor, COR, the service and the VA moving committee.
3. After contractor finish new flooring installation, the contractor shall move all furniture back to the work space with VA supervision, while the VA shall be responsible for reconnecting IT equipment.
4. Floor preparation shall include the following activities:
  - a) The Contractor shall remove existing flooring and wall bases down to the floor concrete slab unless noted. The Contractor shall repair wall if damaged during removal of floor bases and flooring.
  - b) The Contractor shall be responsible for asbestos abatement and air monitoring, the Contractor will retain and provide (VPIH/CIH) Monitoring services for all abatements that will take place during construction period services. Have subcontracted firm supply state mandated/required sample readings as well as a certified final report. The Subcontractor shall perform all requirements as specified on VA specification sections (02 82 13.19, 2.3.B SCOPE OF SERVICES OF THE VPIH/CIH CONSULTANT).
  - c) Walls, ceilings, ductwork and any fixtures that remain in the work areas shall be properly protected from damage and dust particles during and throughout the new flooring installation.
  - d) The Contractor shall clean the floor surface free of all dust, dirt or built-up grime, solvents, varnish, paint, wax, oil, grease, sealers, curing compounds, residual adhesive, adhesive removers and any other foreign materials that might affect the adhesion of resilient flooring to the substrate or cause a discoloration of the flooring from below.
  - e) The Contractor shall inspect floors for deficiencies and prepare all floors according to the new floor manufacturer recommendations and the VA specifications.
  - f) The preparation of the floors will include but not limited to priming floors and the use of Self-Leveling Underlayment to have clean smooth, dry surface free of deficiencies and ready for the new floor installation.
  - g) Primer shall be specifically manufactured to work with the specifically approved flooring materials approved by the VA and shall be applied over the entire substrate, shall be uniformly applied, and shall be free from pores and pinholes.
  - h) If an alternate product is recommended by the Contractor, all comparative data shall be presented to the VA as a submission. VA may reject alternate products recommended by the Contractor if, in the opinion of the Contracting Officer and COR, said product is inferior.
  - i) Allow the recommended drying time by manufacturer before the installation of the new floors.



- j) New flooring to be installed as per the manufacturer recommendations and the VA Specifications. Where pattern finish is selected, align for seaming. Only use adhesive, seam sealer, and heat weld seaming materials expressly approved by the manufacturer, as specified in the manufacturer's technical documents.
- k) The contractor shall provide a per square foot price (for each finish) for any additional square footage that needs to be added to the approximate square footage that is indicated in the contract.

#### **4.1 Asbestos Abatement Scope**

The contractor shall perform a walk-through & verify and evaluate the existing conditions and provide a price proposal to VA for approval.

- A. The work shall include, but not be limited to, performing abatement of asbestos-containing materials and transporting all waste generated by the abatement to a suitable disposal facility. Contractor shall ensure that all applicable Local, State and Federal Law and codes for abatement activities are met or exceeded.
- B. Contractor shall be responsible for the following general requirements:
  1. Furnishing all labor, supervision, materials, equipment, supplies, and transportation for the removal, transportation and disposal of asbestos, from the VAMC, East Orange, NJ. The Contractor, when required by the contract, shall move and return to the original position following asbestos abatement, furniture, furnishings, storage racks, file cabinets, desks, chairs, and other applicable items as identified at the discretion of the COR.
  2. Meeting or exceeding all State, Federal, OSHA and EPA standards in abating and disposing of asbestos contaminated building material as well as the training of personnel in the handling and disposing of the waste.
  3. Hiring a Contractor's Professional Industrial Hygienist (CPIH) (Refer to the section 2.3 of the Master Specifications 02 82 13.19) and ensuring that all personnel meet or exceed all training and professional licensing requirements for removing, handling and disposing of asbestos contaminated waste.
  4. Providing copies of waste manifests documenting proper disposal in accordance with all applicable regulations to the COR in a timely manner.
  5. Ensuring that the required services are conducted in a manner that protects human health, the environment and VA facilities and structures.
  6. Close-out documentation of all abatement activities.
  7. Submitting any additional quantities to the Contracting Officer and receiving approval before moving forward with additional abatement.

##### **4.1.1 Asbestos Abatement Work:**

All asbestos abatement work shall be performed in full compliance with all applicable regulations and codes. The requirements include, but are not limited to, the following:

- A. The contractor shall be a New Jersey State Department of Labor licensed asbestos abatement contractor with documented capability to successfully and safely perform asbestos abatement work

and qualified Competent Person(s) as defined by OSHA in the Construction Standards and the Asbestos Construction Standard 29 CFR 1926.20(b)(2).

- B. The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State and Local regulations related to any and all aspects of the asbestos abatement project. The Contractor is responsible for the safety of their employees including providing and maintaining training, accreditations, medical exams, medical records, personal protective equipment (PPE) and respirator fit testing, as required by applicable Federal, State and Local regulations.
- C. Complete pre-abatement activities including pre-abatement meeting, regulatory notifications (if applicable), submittals of worker training/licensing and submittals of other items as required such as an abatement work plan, project schedule and sketch of decontamination enclosures.
- D. Provide the following general services: setup HEPA-filtered negative pressure containment and decontamination enclosures; remove asbestos-containing materials designated in accordance with New Jersey State Department of Labor Industrial Code and other applicable State and Federal regulations; perform final cleaning; break down and remove containment after the work area is rendered suitable for re-occupancy, as determined via sampling by the CPIH/VPIH.
- E. The Contractor is responsible for installation and connection of all temporary utilities required to complete the abatement. VA personnel will show the contractor where to connect to water and power. Contractor shall provide and install temporary GFCI (Ground Fault Circuit Interrupter) panels for electrical service.
- F. Where applicable, remove asbestos-containing tile mastic to the extent feasible using hand scraping methods. **Do not use chlorinated solvents.**
- G. The Contractor will be given an opportunity to view and inspect the work area prior to the issuance of contract.
- H. In some instances, the Contractor may be responsible for salvaging items from the work area (i.e., a non-asbestos suspended acoustical tile ceiling which requires removal to access asbestos for abatement).
- I. Contractor shall follow all direction of the VA and the VA's Professional Industrial Hygienist (VPIH) and shall clean and reclean work areas as required to meet state and federal air clearance requirements. Additional cleanings which may be required to meet the clearance standard are the responsibility of the contractor and shall be performed at no additional cost to the VA.
- J. The contractor is responsible for reviewing and complying with all the required federal and state codes & regulations and all the specifications & requirements mentioned in this SOW and attached Master Specifications.

#### 4.1.2 Asbestos Abatement Project Coordination

- A. The COR will coordinate pre-abatement meeting(s) with Contractor including Contractor's Competent Person, VA Professional Industrial Hygienist/Certified Industrial Hygienist (VPIH/CIH) and Contractor's Professional Industrial Hygienist/Certified Industrial Hygienist (CPIH/CIH), provide reasonable and timely notice to occupants impacted by asbestos abatement activities including those adjacent to regulated areas of project dates and requirements for relocation (if needed), coordinate any background air samples, dust samples (as needed), and final clearance air sampling performed by the VPIH and CPIH, and ensure that any patients, staff or visitors who are sensitive to epoxy- or urethane-based encapsulants are provided reasonable and timely notice so they can be relocated for a suitable period of time, and the facility Safety Manager/Officer will determine re-entry times in consultation with Employee Occupational Health. (Refer to the section 2.3 of the Master Specifications 02 82 13.19)

- B. Contractor shall always ensure that there is a continuous and uninterrupted electrical power supply for each HEPA-filtered negative air machine used to maintain the regulated work area at the negative pressure differential required by the applicable VA asbestos abatement specifications. All internal combustion portable electric generators used indoors must be approved in writing by the COR and Safety Officer/Manager.

#### **4.1.3 Infection Prevention Measure:**

- A. Implement the requirements of VAMC's Infection Control Risk Assessment (ICRA) team. ICRA Group may monitor dust in the vicinity of the construction work and require the Contractor to take corrective action immediately if the safe levels are exceeded.
- B. Establish and maintain a dust control program as part of the contractor's infection preventive measures in accordance with the guidelines provided by ICRA. Prior to start of work, prepare a plan detailing project-specific dust protection measures, including periodic status reports, and submit to COR and Facility ICRA team for review for compliance with contract requirements.
- C. All personnel involved in the construction or renovation activity shall be educated and trained in infection prevention measures established by the medical center.
- D. The COR and VAMC Infection Control personnel shall review pressure differential monitoring documentation to verify that pressure differentials in the construction zone are appropriate for their settings. The requirement for negative air pressure in the construction zone shall depend on the location and type of activity. Upon notification, the contractor shall implement corrective measures to restore proper pressure differentials as needed.
- E. If not already performed under the designated abatement scope, the following preventive measures (at a minimum) shall be adopted during construction to keep down dust.
  1. Dampen debris to keep down dust and provide temporary construction partitions in existing structures where directed by COR. Blank off ducts and diffusers to prevent circulation of dust into occupied areas during construction.
  2. HEPA filtration is required where the exhaust dust may reenter the breathing zone. Contractor shall verify that construction exhaust to exterior is not reintroduced to the medical center through intake vents or building openings. Install HEPA (High Efficiency Particulate Accumulator) filter vacuum system rated at 95% capture of 0.3 microns including pollen, mold spores and dust particles. Insure continuous negative air pressures occurring within the work area.
  3. Adhesive Walk-off/Carpet Walk-off Mats, minimum 600mm x 900mm (24" x 36"), shall be used at all interior transitions from the construction area to be occupied medical center area. These mats shall be changed as often as required to maintain clean work areas directly outside construction area at all times.
  4. Vacuum and wet mop all transition areas from construction to the occupied medical center at the end of each workday. Vacuum shall utilize HEPA filtration.
  5. The contractor shall not haul debris through patient-care areas without prior approval of the COR. When, approved, debris shall be hauled in enclosed dust proof containers or wrapped in plastic and sealed with duct tape. Wipe down the exterior of the containers with a damp rag to remove dust. All equipment, tools, material, etc. transported through occupied areas shall be made free from dust and moisture by vacuuming and wipe down.

6. There shall be no standing water in the work areas during construction. All accidental spills must be cleaned up and dried within 1 hour. Remove and dispose of any porous materials that remain damp for more than 72 hours.
7. At completion, remove construction barriers and ceiling protection carefully, outside of normal work hours. Vacuum and clean all surfaces free of dust after the removal.

#### **4.1.4 Specific Tasks:**

Below is the area at East Orange VA Facility requiring asbestos abatement which also includes proper removal and disposal of asbestos containing materials (ACMs):

##### **Building 1 – Wing 4C**

The contractor shall have the access to remove the asbestos containing flooring, approximately 3000 linear feet. The abatement will be performed using full containment and negative air. If any other material or surrounding area is visibly contaminated, it will be disposed of as asbestos containing material. If the concrete is clean, it will be considered construction debris and disposed of as such. Upon abating the asbestos containing materials, all areas will be HEPA vacuumed, wet wiped, and encapsulated white. All work will be performed under EPA and OSHA guidelines and regulations.

#### **4.1.5 Requirements**

- A. The Contractor is responsible for the actions and work product of the workforce under his control, and for compliance with applicable Federal, State, and VA-specific rules, specifications, and regulations identified either by reference or incorporated herein.
- B. The Contractor is responsible for the correction of all non-conforming work, or delays resulting from failure to comply with stated requirements and scope.
- C. Other specifications and requirements not specifically identified in this section may be found elsewhere within this document, or in documents incorporated by reference.
- D. Contractor shall prepare the waste disposal manifest with appropriate qualified signature to include DOT training for the waste hauler driver and EPA training for waste generator. Please contact VANJHCS Safety Office for our VA EPA number.
- E. Contractor shall submit a copy of the fully executed waste manifest to VANJHCS Safety office prior the waste is removed from the VA facility. The completed waste manifest with signature for waste site facility will be mailed to VANJHCS Safety Office.

#### **4.1.6 Performance of Work**

- A. The Contractor shall perform all tasks required to deliver a satisfactory finished product, which includes the abatement of asbestos or suspected ACM. The contractor shall be properly licensed by the State of New Jersey to perform such abatement activities. All abatement activities shall comply with applicable law, including applicable VA-specific guidelines found in the VA Technical Information Library (<https://www.cfm.va.gov/til/>), and including OSHA Asbestos General Industry Standard (29CFR 1910.1001), Construction standard (29CFR 1926.1101) and EPA standards as applicable.
- B. The Contractor shall clean abatement equipment staging areas, and for the removal of all related equipment at the completion of the project.

- C. The Contractor's supervisor/foreperson/competent person shall remain on site at all times during all activities, regulated/controlled construction and staging areas shall be accessible at all times to designated VA personnel when necessary to protect the safety and health of VA patients, employees, visitors and Contractor's employees, and for compliance inspections required at the sole discretion of the Contracting Officer and COR.
- D. Contractor shall provide a safety plan including all SDS (Safety Data Sheets), in writing, which identified the following:
  - a. Solvents (e.g., mastic removers) or products containing solvents (e.g., encapsulants) designated by the U.S. EPA as Class I ozone depleting substances, such as but not limited to, carbon tetrachloride and methyl chloroform (1,1,1-trichloroethane); or other chlorinated hydrocarbon solvent degreasers such as, but not limited to, dichloromethane (methylene chloride), chloroform, trichloroethylene and tetrachloroethylene (perchloroethylene), are not to be used for this contract.
  - b. Solvents or products containing solvents will not become a Federal or State-EPA regulated hazardous wastes when spent (e.g., no solvents that will generate "D-listed" or "F-listed" wastes).
  - c. Encapsulants do not contain any of the 8 RCRA metals – Arsenic, barium, cadmium, chromium, lead, mercury, selenium and silver in sufficient concentration to require disposal as RCRA hazardous waste when removed and disposed.
  - d. Asbestos: Replacement materials (e.g., insulation) shall not contain asbestos in any amount as defined by the U.S. EPA and OSHA. For purposes of this contract, vermiculite insulation is presumptively ACM, and products containing Zonolite™ brand vermiculite insulation from the former vermiculite mine in Libby, Montana shall not be used in any replacement product.
  - e. Silica: Materials shall not contain free crystalline silica.
  - f. High acute toxicity. Materials shall not contain any ingredient in a concentration of 1.0 percent or greater that meets the GHS toxicity Category 1, 2 or 3.
  - g. Human Carcinogens: Materials shall not contain any ingredient in a concentration of 0.1 percent or greater that is a GHS Category 1A or 1B human carcinogen, or is listed by the American Conference of Governmental Industrial Hygienists (ACGIH) as a Category A1- Confirmed human carcinogen or Category A2 - Suspected human carcinogen.
  - h. Mutagens. Material shall not contain any ingredient greater than 0.1% that is a GHS Category 1A or 1B mutagen, or greater than 1.0% of a Category 2 mutagen.
    - 1. Allergens/sensitizers – Materials shall not contain any ingredient in a concentration greater than one percent (1%) that is an allergen, respiratory and/or skin sensitizer.
  - i. Flammables and corrosives. Materials shall not be flammable or meet the GHS definition of a Category 1, 2 or 3 corrosives.

#### **4.1.7 Applicable Standards and Specifications for Asbestos Abatement Projects at VA Facilities**

The following standards shall also apply to this project:

- 1. Master Specifications: Construction and Facilities Management (CFM) Technical Information Library (TIL) available at: <http://www.cfm.va.gov/til/> (including, as necessary and applicable, but not limited to):
  - a) VA CFM PG-18-1 MASTER CONSTRUCTION SPECIFICATIONS, Division 01 – General Requirements
  - b) VA PG-18-1 MASTER CONSTRUCTION SPECIFICATIONS, Division 02 – Existing Conditions

<http://www.cfm.va.gov/til/spec.asp#02>

- c) VA CFM Asbestos Abatement Design Manual  
<http://www.cfm.va.gov/til/dManual/dmASBhosp.pdf>
  - d) VA CFM Asbestos Abatement Design Alerts
  - e) 01 35 26, SAFETY REQUIREMENTS
  - f) 02 82 13.19 Asbestos Floor Tile and Mastic Abatement
2. These specifications and guidance documents are incorporated by reference as if set forth in full herein. If there are any conflicting provisions between these specifications, the SOW and applicable regulatory requirements, the most stringent requirements shall apply.
  3. In addition, all VA asbestos abatement projects shall be conducted in full compliance with the most current version of the following Veteran Health Administration (VHA) Directives which are incorporated by reference as if set forth in full herein:
    - a) VHA Directive 7714 Asbestos Management Program
    - b) VHA Directive 7715 Safety and Health during Construction Activities

#### **4.1.8 Final Clearance Visual Inspections, Sampling and Testing**

- A. All final clearance visual inspections, sampling and testing shall be performed in accordance with Specifications.
- B. The final report shall be submitted to the COR and Contracting Officer in a timely manner verbally, and as soon as practicable in writing following the final visual inspection, final clearance air sampling and laboratory testing.

#### **4.1.9 Project Submittals**

- A. The Contractor shall provide the following submittals for approval by the COR for their personnel and any subcontractor personnel performing under this contract. These submittals are required for Contractor and any subcontractor personnel performing under this contract, including the CPIH/CIH:
  1. Regulatory notifications (e.g., Federal EPA, State EPA, State OSHA, State and/or local Department of Environmental Protection as required for asbestos abatement.
  2. Emergency Action Plan that meet the requirements of 29 CFR 1910.38 (a) and (b); and contact numbers for Federal and State OSHA, Federal and State EPA, and local regulatory authorities (e.g., DPH).
  3. Asbestos training certificates for initial and most recent annual refresher training for Asbestos Worker from an EPA-accredited training school and Asbestos Contractor/Supervisor/Competent Person training certificate.
  4. State license for the asbestos abatement firm, and each asbestos abatement supervisor and worker performing under this contract.
  5. Documentary evidence that each asbestos abatement worker and supervisor is enrolled in a medical surveillance program meeting the requirements of 29CFR1026.1101(m), 29CFR1926.1101(h)(2)(ii), and has been medically cleared to wear the class of respirator that will be used on the project as required by 29CFR1910.134(e), e.g., half-face or full-facepiece elastomeric air-purifying respirator; powered, air-purifying respirator (PAPR); supplied-air ("airline") respirator. NOTE: DO NOT SUBMIT SOCIAL SECURITY NUMBERS OR PROTECTED HEALTH INFORMATION (PHI; pulmonary function test data, clinical notes) AS THIS REPRESENTS A VIOLATION OF HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT of 1996 (HIPPA) regulations. WARNING! HIPPA

regulations provide for both civil and criminal penalties (including imprisonment) for unauthorized disclosures of PHI. Medical approval for respirator use only needs to state: Approved for unrestricted respirator use, approved for restricted respirator use (and stating restrictions), or disapproved for respirator use).

6. Documentary evidence that each asbestos abatement worker and supervisor has been satisfactorily fit tested in the same make and model of tight-fitting respirator as will be used on the project, as required by 29CFR1910.134 (f).
7. For each asbestos worker and supervisor, signed copy of Attachment #2 – Certificate of Worker's Acknowledgment from the 02 82 13.19 Asbestos Abatement specifications.
8. Complete the Summary of Asbestos Workers and Supervisors Qualifications Excel spreadsheet.
9. For each asbestos worker and supervisor, Attachment #3 - AFFIDAVIT OF MEDICAL SURVEILLANCE, RESPIRATORY PROTECTION AND TRAINING/ACCREDITATION from the 02 82 13.19 Asbestos Abatement specifications.

## **PROJECT OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS**

A. Contractor and all subcontractors performing under this contract shall observe all required Federal and State OSHA regulations for occupational safety and health, VA CFM PG-18-1 MASTER CONSTRUCTION SPECIFICATIONS, Division 01 – General Requirements, 01 35 26, SAFETY REQUIREMENTS, VA Medical Center Construction Safety Program requirements, and any special requirements in this contract, and includes the following guidance:

1. Immediately Dangerous to Life or Health (IDLH) Atmospheres. Use of dry ice or liquid nitrogen to remove vinyl asbestos tile and associated mastic could produce an oxygen deficient IDLH atmosphere within the regulated area containment if the ventilation fails (e.g., due to electrical power failure). Use of dry ice or liquid nitrogen methods requires the Contractor and any subcontractors to provide properly calibrated and fully functional portable, real-time oxygen sensors equipped with audible and visible alarms, and prior written approval of the VA Contracting Officer or COR after approval by the VA Safety Manager or Safety Officer. NOTE: This approval may be contingent upon providing individual emergency escape breathing apparatus (EEBA) if the work is being performed in a confined space where immediate escape is not possible.
2. Electrical Safety. Electrical hazards include electric shock, electrocution (fatal electric shock), arc flash and arc blast. Ground fault circuit interrupters (GFCIs) are required in regulated areas at all times. When electrical work is required (e.g., de-energizing electrical circuits, providing temporary power), Contractor shall provide an electrically qualified (for the type of electrical equipment being worked on) licensed electrician or Master Electrician who has received training in NFPA 70E Standard for Electrical Safety in the Workplace (2015 or most current edition) with appropriate voltage-rated and arc-rated personal protective clothing and equipment ensemble appropriate for the calculated incident energy, appropriate voltage-rated gloves and voltage-rated tools. Note that the verification of the absence of voltage following lockout/tagout (LOTO) is considered live work under NFPA 70E. Contractor shall not allow any of its employees other than electrically qualified (for the type of electrical equipment being worked on) licensed electricians or master electricians to work on energized electrical

circuits and components, or to verify the absence of voltage as part of lockout/tagout procedures.

**Performance Monitoring (if applicable).**

Work shall be coordinated with facility thru the Contracting Office Representative (COR). COR will monitor the contractor work performance on daily/weekly basis and the contractor is required to submit daily progress reports to the COR

**6. Security Requirements.**

General Contractor's employees shall not enter the project site without appropriate security badge. They may also be subject to inspection of their personal effects when entering or leaving the project site.

No photography of VA premises is allowed without written permission of the Contracting Officer except as specifically required by the scope of the work.

VA reserves the right to close or shut down the project site and order General Contractor's employees off the premises in the event of a national emergency. The General Contractor may return to the site only with the written approval of the Contracting Officer.

**7. Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI).**

Not Applicable

**8. Other Pertinent Information or Special Considerations.**

a. Identification of Possible Follow-on Work.

Not Used

b. Identification of Potential Conflicts of Interest (COI).

Not Used

c. Inspection and Acceptance Criteria.

Refer to the contract drawings and specifications for more specific information

The COR is responsible for certifying that the work done under the contract is performed to time and standard.

**9. Risk Control**

Contractor shall take all measures for safety and infection control and provide all material necessary for protecting existing equipment and property in affected areas of construction against dust and debris, so that equipment and affected areas to be used in the Medical Centers operations will not be hindered.

Contractor shall permit access to Department of Veterans Affairs personnel and patients through other construction areas which serve as routes of access to such affected areas and equipment. Coordinate alteration work in areas occupied by Department of Veterans Affairs so that Medical Center operations will



continue during the construction period.

Refer to the drawings and specifications for more specific information

**10. Place of Performance.**

VANJHCS Building 1, 4<sup>th</sup> floor B and C Wings.

Minimize interference of construction activities with flow of Medical Center traffic, keep roads, walks and entrances to grounds, to parking and to occupied areas of buildings clear of construction materials, debris and standing construction equipment and vehicles.

**Period of Performance.**

Contractor to start immediately after receiving the NTP, estimate completion time is 150 calendar days, including 60 days for submittals.

## INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

### 2.1 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>) 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)

## **2.2 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)

## **2.3 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)

## **2.4 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS (MAY 2014)**

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American—Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

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

(d) Alternate offers.

(1) When an offer includes foreign solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

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

(ii) May be accepted if revised during negotiations.

(End of Provision)

## **2.5 52.228-1 BID GUARANTEE (SEP 1996)**

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds—

(1) To unsuccessful bidders as soon as practicable after the opening of bids; and

(2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20% percent of the bid price or , whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of Provision)

## **2.6 52.228-17 INDIVIDUAL SURETY—PLEDGE OF ASSETS (BID GUARANTEE) (FEB 2021)**

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee—

(1) A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203–1; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) The Offeror shall include with its offer the information required at paragraph (a) of this provision within the timeframe specified in the provision at FAR 52.228–1, Bid Guarantee, or as otherwise established by the Contracting Officer.

(c) The Contracting Officer may release the security interest on the individual surety's assets in support of a bid guarantee based upon evidence that the offer supported by the individual surety will not result in contract award.

(End of Provision)

## **2.7 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:

Lateisha Robinson

Contract Officer

Hand-Carried Address:

Department of Veterans Affairs

James J. Peters VA Medical Center  
Network Acquisition & Logistics(10N3NAL)  
130 West Kingsbridge Road  
Bronx NY 10468-3904  
Mailing Address:

Department of Veterans Affairs

James J. Peters VA Medical Center  
Network Contracting Office 2  
423 East 23<sup>rd</sup> Street  
New York NY 10010-5011

(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)

## **2.8 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995)**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for—

May 1, 2025 at 8AM

(c) Participants will meet at—

VANJ Health Care System, East Orange, NJ.

(End of Provision)

## **2.9 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)

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	NOV 2024
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020
52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN 2017
52.214-3	AMENDMENTS TO INVITATIONS FOR BIDS	DEC 2016
52.214-4	FALSE STATEMENTS IN BIDS	APR 1984
52.214-5	SUBMISSION OF BIDS	DEC 2016
52.214-6	EXPLANATION TO PROSPECTIVE BIDDERS	APR 1984
52.214-7	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS	NOV 1999
52.214-18	PREPARATION OF BIDS—CONSTRUCTION	APR 1984
52.214-19	CONTRACT AWARD—SEALED BIDDING—CONSTRUCTION	AUG 1996
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991

**2.10 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)

**2.11 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)

**2.12 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/>.

(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)



## REPRESENTATIONS AND CERTIFICATIONS

### 3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2025)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238330.

(2) The small business size standard is \$19 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:

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

☒ (ii) 52.204-20, Predecessor of Offeror.

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

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

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

☐ (vi) 52.227-6, 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)

### **3.2 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)

### 3.3 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 *NDAAI290Cert@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)



**3.4 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/>.

*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/>.

(End of Clause)

## GENERAL CONDITIONS

### 4.1 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 150 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)

### 4.2 52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JAN 2025)

(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 its status as any of the small business concerns identified at 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, for the NAICS code assigned to an order (except that paragraphs (c)(1) through (3) of this clause do not apply to an order issued under a Federal Supply Schedule contract at subpart 8.4)—

(1) Set aside exclusively for a small business concern identified at 19.000(a)(3) that is issued under an unrestricted multiple-award contract, unless the order is issued under the reserved portion of an unrestricted multiple-award contract (*e.g.*, an order set aside for a woman-owned small business under a multiple-award contract that is not set-aside, unless the order is issued under the reserved portion of the multiple-award contract);

(2) Issued under a multiple-award contract set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying multiple-award contract (*e.g.*, an order set aside for a HUBZone small business concern under a multiple-award contract that is set aside for small businesses);

(3) Issued under the part of the multiple-award contract that is set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying set-aside part of the multiple-award contract (*e.g.*, an order set aside for a WOSB concern under the part of the multiple-award contract that is partially set aside for small businesses); and

(4) When the Contracting Officer explicitly requires it for an order issued under a multiple-award contract, including for an order issued under a Federal Supply Schedule contract (see 8.405–5(b) and 19.301–2(b)(2)).

(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 paragraphs (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 officer 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 238330 assigned to contract number .

(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)

#### **4.3 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (OCT 2022)**

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

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

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

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

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

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

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

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

*Construction material* means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of

those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

*Cost of components* means—

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

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

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

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

*Domestic construction material* means—

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

- (i) An unmanufactured construction material mined or produced in the United States; or
- (ii) A construction material manufactured in the United States, if—

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

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

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

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

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

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

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

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

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

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

None

*[Contracting Officer to list applicable excepted materials or indicate "none"]*

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

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

(A) *For domestic construction material that is not a critical item or does not contain critical components.*

(1) The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(2) For construction material that is not a COTS item and does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that is manufactured in the United States and does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest offer of foreign construction material that exceeds 55 percent domestic content as a domestic offer and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(A)(1) of this clause.

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

*(B) For domestic construction material that is a critical item or contains critical components.*

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

(2) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both, if the cost of a particular domestic construction material is determined to be unreasonable or there is no domestic offer received, and the low offer is for foreign construction material that does not exceed 55 percent domestic content, the Contracting Officer will treat the lowest foreign offer of construction material that is manufactured in the United States and exceeds 55 percent domestic content as a domestic offer, and determine whether the cost of that offer is unreasonable by applying the evaluation factor listed in paragraph (b)(3)(i)(B)(1) of this clause.

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

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

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

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

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

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

(B) Unit of measure;

(C) Quantity;



(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

**FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON**

<b>Construction Material Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Price (Dollars)*</b>
Item 1:			
Foreign Construction Material.			
Domestic Construction Material.			
Item 2:			
Foreign Construction Material.			
Domestic Construction Material.			

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

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

[Include other applicable supporting information.]

(End of Clause)

#### 4.4 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)

#### 4.5 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)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
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
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023

52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUN 2020
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	OCT 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES	DEC 2023
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	NOV 2021
52.204-27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION	JUN 2023
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2025
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
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS (DEVIATION FEB 2025)	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 (DEVIATION FEB 2025)	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
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
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
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	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

52.222-41	SERVICE CONTRACT LABOR STANDARDS	AUG 2018
52.222-50	COMBATING TRAFFICKING IN PERSONS	NOV 2021
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN 2025
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
52.229-12	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
52.236-15	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
52.240-1	PROHIBITION ON UNMANNED AIRCRAFT SYSTEMS MANUFACTURED OR ASSEMBLED BY AMERICAN SECURITY DRONE ACT—COVERED FOREIGN ENTITIES	NOV 2024
52.242-13	BANKRUPTCY	JUL 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-4	CHANGES	JUN 2007
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION FEB 2025)	JAN 2025
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
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
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	MAY 2020
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018

#### **4.6 VAAR 852.211-72 TECHNICAL INDUSTRY STANDARDS (NOV 2018)**

(a) The Contractor shall conform to the standards established by: VA Specifications Department of Veterans Affairs as to .

(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: VA Specifications

(d) The offeror shall contact the Contracting Officer if response is not received within two weeks of the request.

(End of Clause)

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

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

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled Veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or

more service-disabled Veterans or eligible surviving spouses (see VAAR 802.201, Surviving Spouse definition);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) *Supplies/products.*

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

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

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

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

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

of the expenditure upon which the assigned NAICS is based. For information and more specific requirements, refer to 13 CFR 125.6.

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

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

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

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

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

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

(End of Clause)

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

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

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

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

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



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

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

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

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

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

(c) The offeror further agrees to cooperate fully and make available any documents or records as may be required to enable VA to determine compliance with the limitations on subcontracting requirement. The offeror understands that failure to provide documents as requested by VA may result in remedial action as the Government deems appropriate.

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

#### Certification

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

Printed Name of Signee: \_\_\_\_\_

Printed Title of Signee: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name and Address: \_\_\_\_\_

(End of Clause)

#### **4.9 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)

#### **4.10 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)

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

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

(a) Retainage.

(1) The Contracting Officer may retain funds—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

#### **4.12 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)

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

#### 4.13 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.
561-25-101 Replace Flooring 4th Fl Drawings	561-25-101 Replace Flooring 4th Fl Drawings	
561-25-101 Replace Flooring bldg 1 4th Fl - Specifications	561-25-101 Replace Flooring bldg 1 4th Fl - Specifications	

(End of Clause)

#### **4.14 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)

#### **4.15 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)

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

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

Lateisha Robinson

Department of Veterans Affairs  
Network Contracting Office 2  
James J. Peters VA Medical Center  
130 West Kingsbridge Road  
Bronx, NY 10468-3904

(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:

- ,
- (1) Conduct post-award orientation conferences.
  - (2) Issue administrative changes (see FAR 43.101) correcting errors or omissions, contractor address, facility or activity code, remittance address, computations which do not required additional contract funds, and other such changes.
  - (3) For actions not to exceed negotiate and execute supplemental agreements resulting from change orders issued under the Changes clause.
  - (4) Negotiate and execute supplemental agreements changing contract delivery schedules where the time extension does not exceed calendar days.

(End of Clause)

#### **4.17 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)

#### **4.18 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 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)

## WAGE DETERMINATION

"General Decision Number: NJ20250031 04/04/2025

Superseded General Decision Number: NJ20240031

State: New Jersey

Construction Type: Building

County: Essex County in New Jersey.

**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 into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026     generally applies to the     contract.    . The contractor must pay     all covered workers at     least \$17.75 per hour (or     the applicable wage rate     listed on this wage     determination, if it is     higher) for all hours
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	spent performing on the	
	contract in 2025.	
<hr/>		
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 spent performing on	
	that contract in 2025.	
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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	03/14/2025
2	03/21/2025
3	04/04/2025

ASBE0032-008 09/19/2024

Rates	Fringes
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#### ASBESTOS WORKER/HEAT & FROST

INSULATOR (Includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems; also, the application of firestopping material to openings and penetrations in walls, floors, ceilings and curtain walls; also, all lead abatement).....\$ 51.74

46.20

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BRNJ0002-014 11/01/2022

	Rates	Fringes
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BRICKLAYER (Including Caulking, Cleaning and Pointing).....	\$ 46.90	34.31
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Work on high stacks: 22% per hour additional.

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BRNJ0002-016 11/01/2022

	Rates	Fringes
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MASON - STONE.....	\$ 46.90	34.31
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Work on high stacks: 22% per hour additional.

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BRNJ0004-001 11/01/2022

	Rates	Fringes
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CEMENT MASON.....	\$ 46.90	34.31
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BRNJ0007-022 06/06/2022

	Rates	Fringes
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Tile finisher.....	\$ 47.60	32.11
Tile setter.....	\$ 62.01	35.28

Tile finisher:

Work grouting all epoxy: \$10.00 additional per day.

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CARP0006-009 05/01/2024

	Rates	Fringes
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CARPENTER (Scaffold Builder).....	\$ 56.01	59.25%+\$0.14
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The first sixty feet at the regular rate, 10% per hour  
additional for each additional fifty feet thereafter.

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CARP0006-010 05/01/2024

	Rates	Fringes
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CARPENTER Including Acoustical Ceiling Installation, Drywall Hanging, Formwork, Batt and Blown Insulation...	\$ 56.01	59.25%+\$0.14
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CARP0029-008 05/01/2024

	Rates	Fringes
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Soft floor layer.....	\$ 56.01	59.25%+\$0.14
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CARP0715-007 05/01/2020

	Rates	Fringes
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Millwright.....	\$ 51.58	58%+0.25
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Work of erection and dismantling of elevators and towers, such as concrete conveyors and temporary material elevators, scaffolding or other structures to be used as scaffolding inside or outside of buildings: the first sixty feet at the regular rate, 10% per hour additional for each additional fifty feet thereafter.

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ELEC0164-006 06/03/2024

	Rates	Fringes
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ELECTRICIAN (Including Low Voltage Wiring)

Cable splicer.....	\$ 73.59	62.5%
Electrician.....	\$ 62.90	62.5%

Work on line voltage of 440 or 480 volts: 10% per hour additional.

Work from trusses, scaffolds, frames, ladders and poles, 40 ft. or more above the ground or floor (does not include work from a manlift): 20% per hour additional.

Work on radio towers, transmission towers and smokestacks: 21% per hour additional.

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ELEV0001-003 03/17/2013

	Rates	Fringes
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Elevator mechanic

Work on the addition, replacement, refurbishing or relocation of control, drive, generating equipment, hoistway or pit equipment, including work involving a structural rise in the elevator shafts in an existing building and other

elevator work in the  
 machine room, hoistway or  
 pit; Also, changes in  
 design and appearance of  
 basic escalator equipment...\$ 45.14      27.455  
 All other work.....\$ 57.01      27.605

**PAID HOLIDAYS:**

New Year's Day, President's Day, Good Friday, Memorial Day,  
 Fourth of July, Labor Day, Columbus Day, Veteran's Day,  
 Thanksgiving Day, the Friday after Thanksgiving Day, and  
 Christmas Day.

**PAID VACATION:**

A worker who has worked less than 5 years: 4% of his or her  
 hourly rate for all hours worked.

A worker who has worked 5 to 10 years: 6% of his or her  
 hourly rate for all hours worked.

A worker who has worked 15 or more years: 8% of his or her  
 hourly rate for all hours worked.

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 ENGI0825-020 07/01/2024

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 60.47	36.25
GROUP 2.....	\$ 58.88	36.25
GROUP 3.....	\$ 56.97	36.25
GROUP 4.....	\$ 55.34	36.25
GROUP 5.....	\$ 51.63	36.25

**Hazardous waste removal work:**

Work on a state or federally designated hazardous waste site,  
 where the worker is in direct contact with hazardous  
 material, and when personal protective equipment is  
 required for respiratory, skin and eye protection: 20% per  
 hour additional.

**PAID HOLIDAYS:**

New Year's Day, Washington's Birthday observed, Memorial Day,  
 Independence Day, Labor Day, Presidential Election Day,  
 Veteran's Day, Thanksgiving Day and Christmas Day; provided  
 1) that the worker works three of the preceding five work  
 days before the holiday; or, the work day before the  
 holiday and the work day after the holiday; and, 2) that  
 the worker works the work day before and the work day after  
 the holiday.



## DEFINITION OF GROUPS:

## GROUP 1:

Backhoe, Including Backhoe Track; Boom; Concrete Paving Machine; Crane (all types, including overhead and straddle traveling type); Drill (down-the-hole drill, rotary drill, self-propelled hydraulic drill, self-powered drill); Elevating Grader; Excavator; Front End Loader (5 cu. yd. and over); Piledriver (length of boom, including length of leads, shall determine premium rate applicable); Trencher

## GROUP 2:

Backhoe Loader Combo; Concrete Pumper; Grader/Blade (Finish); Hoist; Hydraulic Crane, 10 Tons and under; Front End Loader (2 cu. yd. but less than 5 cu. yd.); Scraper; Side Boom

## GROUP 3:

Asphalt Spreader; Bulldozer; Compressor(2 or 3) (in Battery) (within 100 ft.); Forklift; Front End Loader (1 cu. yd. and over but less than 2 cu. yd.); Lull; Mechanic; Paver, Asphalt; Roller, Blacktop; Tractor;

## GROUP 4:

Bobcat/Skid Loader; Compressor (Single); Farm Tractor; Front End Loader (under 1 cu. yd.); Hydroseeder; Roller, Grade; Pump, Hydraulic

## GROUP 5:

Oiler

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IRON0011-012 07/01/2024

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 48.44	49.37
Structural, Ornamental.....	\$ 50.74	49.37

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LABO0008-001 05/01/2011

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 28.37	21.62

The removal, abatement, enclosure and decontamination of personal protective equipment, chemical protective clothing and machinery relating to asbestos and/or toxic and hazardous waste or materials which shall include but not necessarily be limited to: the erection, moving, servicing and dismantling of all enclosures, scaffolding and

barricades; the operation of all tools and equipment normally used in the removal or abatement of asbestos and toxic or hazardous waste or materials; the labeling, bagging, cartoning, crating, or other packaging of materials for disposal; the clean-up of the worksite; and all other work incidental to the removal, abatement, encapsulation, enclosure, and decontamination of asbestos and toxic or hazardous waste or materials; and, in addition, all work tasks involved in the maintenance and operation of energy resource recovery plants (co-generation plants)

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LABO0077-002 05/01/2022

Rates      Fringes

LABORER

MASON TENDER:

Brick/Cement/Concrete.....\$ 36.50      30.22

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LABO0077-005 05/01/2022

Rates      Fringes

Laborers:

Asphalt Shoveler, Asphalt  
Spreader, Common or  
General Laborer, Landscape  
Laborer, Pipelayer, Power  
Tool Operator and  
Screedman.....\$ 35.75      30.22

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PAIN0711-018 05/01/2024

Rates      Fringes

DRYWALL FINISHER/TAPER.....\$ 43.41      29.86

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PAIN0711-019 05/01/2017

Rates      Fringes

PAINTER (Brush & Roller).....\$ 39.25      22.66  
PAINTER (Spray).....\$ 40.28      19.98

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PAIN0711-021 05/01/2024

Rates      Fringes

Glazier.....\$ 51.43      12%+24.54

Work welding or using a cutting torch:

\$1.00 per hour additional.

Work on a swing stage scaffold; on a pipe scaffold providing the working height of the platform is 30 ft. or above; and on motorized lifts provided that the height of the lift platform is above the second floor or above thirty feet: \$1.00 per hour additional.

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PLAS0029-003 05/01/2024

	Rates	Fringes
PLASTERER.....	\$ 54.64	30.95

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PLUM0024-014 05/01/2024

	Rates	Fringes
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 60.49	42.90

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PLUM0475-014 05/01/2023

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 54.43	46.26

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\* ROOF0004-011 06/01/2024

	Rates	Fringes
ROOFER (Shingles, Shake and Tile).....	\$ 44.52	32.25

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SFNJ0696-006 01/01/2025

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 67.97	39.35

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SHEE0025-005 06/01/2024

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 51.30	51.55

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TEAM0408-002 05/01/2024

	Rates	Fringes
TRUCK DRIVER		

Dump Truck.....	\$ 45.41	30.82
Off the Road Truck.....	\$ 45.51	30.82

a. Employer contributes \$2026.49 per month per worker for health and welfare.

Hazardous waste removal work, where the worker is in direct contact with hazardous material, and when personal protective equipment is required for respiratory, skin and eye protection: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is working in a hazardous waste site, in a zone requiring Level A personal protection for any of the workers: \$3.00 per hour additional.

Hazardous waste removal work, where the worker is not working in a zone requiring Level A, B or C personal protection: \$1.00 per hour additional.

#### PAID HOLIDAYS:

New Year's Day, President's Day, Decoration Day, Independence Day, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day and Christmas Day; provided that the worker has been assigned to work, or, ""shapes"", one day of the calendar week during which the holiday occurs.

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SUNJ2004-007 01/02/2009

Rates	Fringes
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ROOFER, Excludes Shake & Shingle, and Tile Roofs.....	\$ 30.21	15.25
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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](mailto: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](mailto: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](mailto: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"

See attached document: 561-25-101 Replace Flooring bldg 1 4th Fl - Specifications.

See attached document: 561-25-101 Replace Flooring bldg 1 4th Fl - Specifications 02.

See attached document: Buy American Certificate.