

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER 36C24726R0026	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES 1 123
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER Per Task Order	6. PROJECT NUMBER Per Task Order
7. ISSUED BY Joyce Powers Department of Veterans Affairs Regional Procurement Office East Network Contracting Office 7	CODE 36C247	8. ADDRESS OFFER TO elissa.goodman@va.gov and CC: joyce.powers1@va.gov
9. FOR INFORMATION CALL:	a. NAME Elissa Goodman	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) (352) 231-6751 or (470) 501-5673

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 TITLE: Veterans Integrated Service Network (VISN) 7Construction Multiple Award Task Order Contract
PROJECT LOCATION: Reference specific seed project information in sections 1.4, 1.5, and 1.6.

This acquisition is 100% Set-aside for Service Veteran Owned Small Businesses (SVOSBs) only.

NAICS Code: 236220; Small Business Standard: \$45 Million.
MAGNITUDE OF CONSTRUCTION: Refer to sections 1.4, 1.5, and 1.6.

To be eligible for award, the offeror shall be registered at the following websites: System for Award Management at sam.gov with completed electronic annual representations certifications, SBA at certifications.sba.gov and comply with VETS 4212, Federal Contractor Veterans Employment Report. Offerors MUST ensure registration in these websites are accurate, complete, and have not expired prior to proposal due date or thereafter.

Site Visit Information: Refer to specific seed project information in sections 1.4, 1.5, and 1.6.

Information provided at the site visit shall not alter the terms and conditions of the solicitation and terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. Offerors are required to submit all questions in writing to the Contracting Officer following the site visit.

Requests for Information (RFIs) for each seed project are due NOT LATER THAN 7 BUSINESS DAYS after scheduled site visit via Email to Elissa.goodman@va.gov. Late RFIs may not be accepted, and offerors are responsible of ensuring questions are received on time. Responses to RFIs will be provided in question-and-answer form via a posted amendment at www.sam.gov.

Offer guarantee will be accepted via email only if received before the date/time specified in block 13a below to the Email specified in block 8 above. Hand-delivered and/or mailed offer guarantees will not be accepted.

Offerors are required to complete VAAR 852.219-75, Limitations on Subcontracting (See Attachment 19).

Offerors who have not previously done business with VA must complete VA10091 to register in financial database (See Attachment 6).

11. The Contractor shall begin performance within <u>30</u> calendar days and complete it within (Per TO) _____ calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory <input checked="" type="checkbox"/> negotiable. (See _____).	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- a. Sealed offers in original and (See Section 1.2) _____ copies to perform the work required are due at the place specified in Item 8 by 1400 EDT (hour) local time May 28, 2026 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due.
- b. An offer guarantee is, is not required.
- c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- d. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

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

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

AMOUNTS	COMPLETE SPECIFIC SEED PROJECT PRICE OFFER SCHEDULE(S)
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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 Regional Procurement Office East Network Contracting Office 7	27. PAYMENT WILL BE MADE BY Austin Payment Center Department of Veteran Affairs PO Box 149971 Austin TX 78714-8971 PHONE: (877) 353-9791 FAX: (512) 460-5545
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print) Joyce Powers VA-VHA-RPOE-2026-0011		
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA	31c. AWARD DATE
		BY	

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INFORMATION REGARDING SOLICITATION REQUIREMENTS

1.1 SPECIAL MATOC REQUIREMENTS

1.1.1. CONSTRUCTION MATOC GENERAL STATEMENT OF WORK

1.1.1.1. The VISN 7 Construction Multiple Award Task Order Contract (MATOC) is an Indefinite-Delivery, Indefinite-Quantity (IDIQ) for construction services. Task orders awarded under this MATOC will consist of a broad range of construction, maintenance, alteration and repair affecting real property at eight (8) VISN 7 major medical facilities and other various related off-site Veteran Administration (VA) owned medical facilities. General project descriptions and specifications shall be derived from the statement of work (SOW) of each individual task order (TO) that is issued against an identified requirement for a construction project. The eight major facilities are identified as follows:

- Ralph H. Johnson VA Medical Center, Charleston, SC
- WM Jennings Bryan Dorn VA Medical Center, Columbia, SC
- Birmingham VA Medical Center, Birmingham, AL
- Central Alabama Veterans Health Care System, Montgomery, AL
- Tuscaloosa VA Medical Center, Tuscaloosa, AL
- Atlanta VA Medical Center, Atlanta, GA
- Carl Vinson VA Medical Center, Dublin, GA
- Charlie Norwood VA Medical Center, Augusta, GA

For specific locations visit the following website:

<https://department.va.gov/integrated-service-networks/visn-07/>.

1.1.1.2. The ordering period for the resultant contracts shall begin on the date of award and end five years from the date of award or the date on which the aggregate of all orders placed under the awarded contracts reaches \$900,000,000.

1.1.1.3. All work will be initiated through task order solicitations issued in accordance with FAR 16.506 and FAR 16.507. Work performed in the general construction categories include demolition, renovation, new construction of facilities, repair, and other alterations of various facilities. Work may include various trades such as civil, heating, ventilation, and air conditioning, mechanical, electrical, plumbing, fire protection, life safety, architectural, carpentry, flooring, masonry, earthwork, concrete, and asphalt paving. All work will be performed in accordance with individual requirements as determined at the task order level and will be in accordance with VA master specifications and/or other VA regulations and requirements as provided and/or applicable.

1.1.2. CONTRACT ADMINISTRATION

1.1.2.1. Network Contracting Office 7 maintains administrative jurisdiction over all matters pertaining to the VISN 7 Construction MATOC.

- 1.1.2.2. Subsequently issued task orders shall be administered individually by the issuing Contracting Officer within VISN 7.
- 1.1.2.3. Only a warranted Contracting Officer, acting within their delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of the MATOC and subsequently issued TOs. If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of the MATOC or subsequently issued task orders, the contractor is hereby directed NOT to proceed with the change and immediately notify the Contracting Officer.
- 1.1.2.4. No deviations or waivers to the MATOC or subsequently issued task orders shall be in effect without a modification executed by a Contracting Officer, authorizing such changes, deviations, or waivers.
- 1.1.2.5. Each contract awarded under this MATOC will be assigned a base contract number. Enumeration of task orders will consist of a sequential numbering system comprised of the base contract number and the corresponding task order number.
- 1.1.2.6. For accounting and appropriation data purposes, each task order shall be individually funded.
- 1.1.2.7. All correspondence and data submitted by contractors under the base contracts established under the MATOC must reference the base contract number, task order number, project title, and project number (if applicable).

1.1.3. PERIOD OF PERFORMANCE

The ordering period for the resultant contracts shall begin on the date of award and end five years from the date of award or the date on which the aggregate of all orders placed under the awarded contracts reaches \$900,000,000.

1.1.4. MINIMUM AND MAXIMUM PROVISIONS

- 1.1.4.1. The minimum order guarantee for the life of each resultant contract is \$1000.
- 1.1.4.2. The Government may combine several projects, identified by separate statements of work and individual line items, in one task order.
- 1.1.4.3. The maximum net aggregate value of all task orders including subsequent modifications, awarded under this MATOC during the five (5) year period is \$900,000,000.

1.1.5. SOLICITATION PROCEDURE OVERVIEW

- 1.1.5.1. This is a competitive procurement, 100% set aside for Service-Disabled Veteran Owned Small Business (SDVOSB) concerns, using the highest technically rated with a fair and reasonable price approach source selection technique in accordance with FAR Part 15.103-3 and will be conducted under a single solicitation.

- 1.1.5.2. Offerors are required to be certified SDVOSBs listed in the SBA certification database at <https://veterans.certify.sba.gov/> and certifiable under the relevant North American Industrial Classification Standard (NAICS) code at the time of submission of offer and at the time of award.
- 1.1.5.3. Contractors subject to reporting requirements must file VETS-4212, Federal Contractor Veterans' Employment Report at <https://www.dol.gov/agencies/vets/programs/vets4212> in accordance with far 22.1302-1.
- 1.1.5.4. Only firms that are considered the most highly qualified to provide the type of services required will be selected for award of the basic contract. The VA intends to award an amount of IDIQs, as determined by the CO at the time of award, to ensure a qualified pool of contractors to support entire region of VISN 7.
- 1.1.5.5. The VA reserves the right to limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit efficient competition among the most highly rated proposals IAW FAR 15.204-1(b). If the Contracting Officer decides that an offeror's proposal should no longer be included in the competitive range, the proposal shall be eliminated from consideration for award and written notice of the decision shall be provided to the unsuccessful Offeror in accordance with FAR 15.204-2(c) and 15.206-1.
- 1.1.5.6. As part of the solicitation, three seed projects will be included. Offerors selected to serve on the MATOC not awarded the seed project, will receive a task order for the minimum guarantee of \$1000 issued concurrently with the award of the base contract. Once the value of task orders placed exceeds the minimum guaranteed amount, the minimum guaranteed task order will be modified to de-obligate the funds from the task order.
- 1.1.5.7. All factors established for subsequent task orders placed against resultant MATOC will be relevant to the requirement at hand and stated clearly in the individual task order request.

Evaluation procedures are further elaborated in Section 1.2 – Proposal Evaluation and Basis for Award.

1.1.6. **ON RAMP AND OFF RAMP PROCEDURES**

- 1.1.6.1. The Government will periodically review MATOC performance to determine the necessity of on-ramping. The Government reserves the right to on-ramp contractors by competing among the remaining pool of SDVOSB contractors not initially selected to serve on the MATOC or by soliciting as an SDVOSB set aside on sam.gov for the purposes of: (i) adding additional Contractors to expeditiously meet the requirement as the need for increased requirements materialize; and/or (ii) increase the SDVOSB pool of Contractors; and/or (iii) increase competition. The VA may implement on-ramp procedures at any time utilizing the same basis of award established in the initial solicitation. Implementing this procedure will not affect the overall period of performance or maximum order limitation of the MATOC.
- 1.1.6.2. The Government reserves the right to implement off-ramp procedures, which would result in the removal of MATOC holders. The criteria for off-ramping may include a lack of participation

and/or unsatisfactory performance on task orders. If implemented, off-ramp procedures will remove the MATOC holder by cancelling the specific IDIQ. Off-ramping a contractor for underperforming or failure to actively participate in task order competitions will be determined by the administering CO.

1.1.7. PRE-PROPOSAL CONFERENCE/SITE VISIT

1.1.7.1. The pre-proposal/site visit information will be provided for each of the three seed projects. **Prospective offerors are highly encouraged to attend.**

1.1.7.2. Information provided at these pre-proposal/site visits shall not alter the terms and conditions of the solicitation and specifications. Terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing. If an amendment is issued, normal procedures relating to the acknowledgment and receipt of solicitation amendments shall apply. Prospective offerors are required to submit all questions in writing to the Contracting Officer following the pre-proposal conferences/site visits. All questions and responses will be posted on <https://sam.gov>.

1.1.8. QUESTIONS/REQUEST FOR INFORMATION:

1.1.8.1. All questions and requests for information (RFI) shall be submitted to the Contracting Officer and must be received via email to elissa.goodman@va.gov for each seed project NOT LATER THAN seven (7) business days after the scheduled site visit. Late Questions/RFI's may not be accepted.

1.1.8.2. Offerors are responsible for ensuring all submitted questions are received by the VA and are strongly encouraged to submit questions early in this process.

1.1.9. PROPOSAL EXPENSES AND ACCEPTABILITY:

1.1.9.1. This RFP does not bind the Government to cost incurred in preparation and submission of initial and subsequent proposals or for other costs incurred prior to award of a formal contract. Costs for preparation of proposals and pre-award activities shall be the sole responsibility of the offeror. Offerors will not be reimbursed for attendance during site visits, walk-throughs, negotiations, or any other pre-award activities relating to this MATOC, resultant IDIQs, and subsequent task orders.

1.1.9.2. Offerors are cautioned to strictly comply with all instructions within this solicitation to ensure submission of a complete proposal. Failure to furnish a complete proposal, at the time of proposal submission, may result in the proposal being unacceptable to the Government and eliminated from consideration for award. Offerors are hereby advised that all proposals are presumed to represent their best offers in response to this solicitation.

1.2 PROPOSAL EVALUATION, BASIS FOR AWARD & SUBMISSION INSTRUCTIONS

1.2.1 GENERAL

- 1.2.1.1 The Government intends to award an amount of Indefinite Delivery Indefinite Quantity contracts, as determined by the CO at time of award to ensure a qualified pool of contractors to support entire region of VISN 7.
- 1.2.1.2 This acquisition will be conducted in a single phase under a single solicitation. The highest technically rated with a fair and reasonable price approach source selection technique will be used IAW FAR15.103-3.
- 1.2.1.3 The source selection process will be conducted in accordance with FAR Part 15.2, source selection procedures. Offers will be evaluated using the criteria listed under "Evaluation Factors."
- 1.2.1.4 As part of the solicitation, three demonstration seed projects are included. Offerors must propose a firm-fixed price for at least one of the seed projects to be considered but are not precluded from submitting a firm-fixed price proposal for up to all three demonstration seed projects.
- 1.2.1.5 **VAAR 852.219-75 – Limitations on Subcontracting Certificate (Attachment 19):** The formal Offeror certification requirement in this clause must be completed, signed and returned with the Offeror's proposal. Otherwise, the Offeror's proposal will be rejected and not forwarded for evaluation. 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 for award.
- 1.2.1.6 **Notice to SDVOSB Joint Venture/Mentor Protegee:** Any offeror submitting an offer as a joint venture must provide a certification from each SDVOSB joint partner, signed by an authorized official of each partner to the joint venture, stating that the parties to the joint venture (1) have entered into a joint venture agreement that fully complies with paragraph (c) of 13 CFR § 128.402 and (2) will perform the contract in compliance with the joint venture agreement. Failure to submit the certification with the offerors proposal will deem the proposal non-complaint.

1.2.2 EVALUATION APPROACH

- 1.2.2.1 Technical and past performance evaluations will determine offeror capabilities. The solicitation will incorporate evaluation factors as follows:

Technical: Performance Capability consists of (1) Experience and (2) Quality Control.

Past Performance

Price: Seed Project Price Proposals

Within the technical Factor, experience and quality control are equal in importance. Past performance is significantly more important than technical.

- 1.2.2.2 Source selection procedures will be in accordance with FAR 15.2. The Government will award contracts to the offerors that offer the best value to the Government and may result in awards to other than the lowest price offeror.
- 1.2.2.3 **Basis of Award:** Pursuant to FAR 15.103-3, the highest technically rated offers with a fair and reasonable price approach is the basis for which contract awards will be made under this multiple-award procurement. This acquisition method authorizes the government to pay any fair and reasonable price for the highest technically rated offers.
- 1.2.2.4 Proposals will be evaluated based on the non-price factors outlined in the solicitation and the source selection authority will determine the highest technically rated proposals. The highest technically rated proposals will be evaluated to determine if the offered prices are fair and reasonable in accordance with subpart 15.4.
- 1.2.2.5 Where the highest technically rated proposals' prices are fair and reasonable, and where the such offerors are properly determined to meet the responsibility requirements of FAR Part 9, those proposals may be selected for award. Where an offeror's price is not fair and reasonable in accordance with subpart 15.4, such an offeror will receive no contract award.
- 1.2.2.6 All factors established for subsequent task orders placed against resultant MATOC will be relevant to the requirement at hand and stated clearly in the individual Task Order Proposal Request.

1.2.3 EVALUATION FACTORS

1.2.3.1 **FACTOR 1 - TECHNICAL EVALUATION FACTOR:** Technical Proposals are limited to 40 pages. In terms of importance, Experience is equal to Quality Control.

(a) **Subfactor 1 – EXPERIENCE:** The Government will evaluate the offeror's prior experience as a Prime Contractor as stipulated below.

- (1) Prime Contractor Key Personnel experience will be accepted as a substitute for Prime contractor experience; however, it must be identified on the Contractor Experience Form (Attachment 1).
- (2) "Same or Similar," as referenced below, is defined as experience on projects that are the same or similar to the categories of construction stated in the solicitation. Offerors must meet all standards under this factor.
- (3) Offeror shall complete a minimum of three (3) no more than six (6) Experience Information forms (Attachment 1) for each project submitted as experience. All blocks must be completed, and all data must be accurate, current, and complete.

- a. All projects submitted must be the same or similar to one of the various categories of work described in the solicitation.
 - b. At least one project submitted should be 100% complete, and all others submitted must be at least 50% complete.
 - c. At least two projects submitted must be valued at more than \$1,000,000 AND within the last five years.
 - d. At least two projects must consist of a renovation or new build performed at a healthcare facility where in-patient or extended living is the main purpose.
 - e. Each project can be used to satisfy multiple features or activities. Regardless of the number of forms submitted (not to exceed six), the offeror must demonstrate all of the above features/activities.
- (4) Experience provided MUST be verifiable using the Point of Contract (POC) provided on Experience forms. It is the offeror's responsibility to ensure the Government will be able to contact the POCs using the contact information listed on the experience form. Unverifiable POC information may lead to a lower rating for experience.
- (5) In addition to fully completing and returning Attachment 1 of the solicitation, offerors shall separately address each of the sub-elements in the following order:
- a. Provide information from an acceptable surety in accordance with FAR 28.202 Acceptability of Corporate Sureties, reflecting sufficient bonding capability to meet the maximum per task order amount of \$30,000,000.00.
 - b. Describe your construction staff and how they will respond to the requirements of this multi-discipline contract.
 - c. Describe the organizational approach and how your approach will integrate with the Government staff to provide project management, on-site superintendence, quality control and administration.
- (b) **Subfactor 2 - QUALITY CONTROL: Offerors** must clearly and in detail address each topic in the order as stated below. Offerors shall use the exact language as the title of each of the sub-elements.
- (1) Quality Assurance/Quality Control Plan
 - a. The Offeror shall submit a Quality Assurance/Quality Control plan in regard to submittal review, construction management, closeout, processes, and logical measures to ensure the successful execution of the seed projects(s).
 - (2) Approach to subcontractor management.

- a. The Offeror shall outline techniques for work coordination with subcontractors. Describe the mechanisms in place to monitor the performance of subcontractors and guarantee performance.
- b. The Offeror shall outline sound measures to monitor the performance of subcontractors and guarantee performance, including appropriate corrective actions, management tools, methods and documentation to correct performance if necessary.

(3) Approach to construction safety and infection control.

- a. The Offeror shall identify personnel responsible for safety, i.e., Competent and/or Qualified Person(s), and provide proof of competency/qualification to meet OSHA Competent/Qualified Person(s) requirements.
- b. The Offeror shall outline how all workers, whether a worker for the prime contractor or any subcontractor, will be trained for the required minimum 10-hour OSHA training.
- c. The Offeror shall outline how on-site handling of and storage of hazardous materials.
- d. Offeror shall provide current insurance Experience Modification Rate and discuss their experience with on-the-job incidents or injuries during the last three calendar years.

(4) Compliance with schedule and typical contractual requirements.

- a. The Offeror shall describe in detail the procedures utilized that ensure all contractual requirements will be completed on time, including written documentation such as payrolls, daily logs, submittals, warranties, payments, and training completion.

(5) Procedures used to ensure all work complies with specifications, drawings, and requirements.

- a. The Offeror shall describe in detail the procedures used to ensure all work complies with specifications, drawings, and requirements.

(6) Knowledge and experience with the American Society of Healthcare Engineers (ASHE)

- a. Offeror shall describe familiarity with Healthcare Construction, along with applicable JCAHO standards, AIA guidelines, ASHRAE guidelines, EPA IAQ guidelines, and CDC guidelines. Offerors shall include a narrative describing these processes and the firm's experience in adhering to applicable standards. Offerors shall provide any specific certifications they possess along with their proposal. Firms which provide evidence of an American Society of Healthcare Engineers (ASHE) Healthcare Contractor Certification will be given additional consideration.

1.2.3.2 **FACTOR 2 - PAST PERFORMANCE:** The offeror shall provide past performance in one of two formats.

- (1) A completed Past Performance Questionnaire (PPQ) provided as Attachment 3 of the solicitation and submitted in accordance with the following criteria.
 - a. The respondent must be familiar with the project but not affiliated with the offeror.
 - b. The respondent must be able to provide an independent evaluation of the offeror's performance on the referenced project.
 - c. The completed PPQ must be returned to the Government directly by the respondent to the email address identified in the Due Date & POC block of the PPQ. Completed PPQs submitted directly by the offeror or included in the offeror's proposal will not be evaluated.
- (1) It is the offeror's responsibility to ensure the Government will be able to contact the POCs using the contact information provided. Offerors are encouraged to send their request to the POC as soon as possible once a project is identified for experience under Factor 1.

OR

- (2) Copies of Contractor Performance Assessment Reports (CPAR) for projects provided under Factor 1. If the project provided has a CPAR, it must be used by the offeror to demonstrate past performance. If CPAR submission is used to validate past performance, it will be the most recent evaluation in the system (i.e. for projects submitted as completed, the final 100% completed CPAR will be provided). If the offeror submits a CPAR, they are not required to submit a separate Past Performance Questionnaire for the specific project.

Note: If the CPAR is used, the Government reserves the right to verify the accuracy. CPARs submitted by the offeror that do not match those in the system, will be discarded.

- (3) The Source Selection Evaluation Board (SSEB) will evaluate past performance to assess the risk associated with an offeror's likelihood of success in performing the solicitation's requirements as indicated by an offeror's record of past performance under other contracts. The Contracting Officer will consider references from either inside or outside the federal government, so long as the performance is recent (within the last five years) and relevant (for the same or similar work). The Contracting Officer may also consider past performance information from sources other than those provided by the offerors.
- (4) In the case of an offeror without a record of recent/relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror will not be evaluated favorably or unfavorably on past performance.
- (5) The Government reserves the right to use past performance information obtained from sources other than those identified by the offeror and may obtain information from any or all of the listed contract references and/or may contact all of the identified Points of Contact. Past performance information may also be obtained from other sources available to the Government, including the Contractor Performance Assessment Reporting System

(CPARS) or other databases and interviews with Program Managers and/or Contracting Officers.

NOTES: Past performance will also be reviewed and considered for apparent successful offerors by the Contracting Officer prior to award as part of the Contracting Officer's responsibility determination per FAR Part 9.

Subcontractor and/or Teaming Partner Consent for the Release of Past Performance Information to the Prime Contractor - Past performance information concerning subcontractors and teaming partners cannot be disclosed to a private party without the subcontractor's or teaming partner's consent.

A consent form provided as Attachment 4 to the solicitation must be completed by each major subcontractor/teaming partner identified in offeror's proposal. The completed consent forms should be submitted directly to the offeror, and in turn, the offeror should submit with offer in response to Factor 2.

1.2.3.3 FACTOR 3 - PRICE EVALUATION:

- (1) Price will be evaluated for reasonableness. In the event that multiple proposals are determined to be the highest technically rated, the seed project award(s) will be made to the offeror among those highest technically rated proposals who submits the lowest reasonable price.
- (2) The Government may use various price analysis techniques and procedures to make a price reasonableness determination.
- (3) Offerors are to include a cost breakdown to include a detailed line item cost breakdown (materials, labor, and equipment) by trade, including overhead, profit, bond costs, and breakdown of G&A expenses inclusive of all Project Staff and General Requirements OF THE PRIME CONTRACTOR, which exhibits the 15% of contract performance that will be incurred for SDVOSB personnel to comply with the limitation of subcontracting requirements in 13 CFR §125.6 in accordance with VAAR 852.219-75. Failure to do so may render the proposal non-responsive.

1.2.4 SAFETY OR ENVIRONMENTAL VIOLATIONS AND EXPERIENCE MODIFICATION RATE (EMR)

- 1.2.4.1 "All Offerors shall submit the following information pertaining to their past Safety and Environmental record (Attachment 5). The information should contain, at a minimum, a certification that the offeror has no more than three (3) serious, or one (1) repeat or one (1) willful OSHA or any EPA violations(s) in the past three years. If such certification cannot be made, the Offeror shall explain why and submit as much information as possible regarding the circumstances of its past safety and environmental record, including the number of EPA violations and/or the number of serious, repeat, and/or willful OSHA violations, along with a detailed description of those violations.

- 1.2.4.2 All Offerors shall submit information regarding their current Experience Modification Rate (EMR) equal to or less than 1.0. This information shall be obtained from the offeror's insurance company and be furnished on the insurance carrier's letterhead. If a Offeror's EMR is above 1.0, Offeror must submit a written explanation of the EMR from its insurance carrier furnished on the insurance carrier's letterhead, describing the reasons for the elevated EMR and the anticipated date the EMR may be reduced to 1.0 or below.
- 1.2.4.3 Self-insured contractors or other contractors that cannot provide their EMR rating on insurance letterhead must obtain a rating from the National Council on Compensation Insurance, Inc. (NCCI) by completing/submitting form ERM-6 and providing the rating on letterhead from NCCI. If the NCCI cannot issue an EMR because the Offeror lacks insurance history, Offeror shall submit a letter indicating so from its insurance carrier furnished on the insurance carrier's letterhead and include a letter from the NCCI indicating that it has assigned Offeror a Unity Rating of 1.0.
- Note: Self-insured contractors or other contractors that cannot provide EMR rating on insurance letterhead from the states or territories of CA, DE, MI, NJ, ND, OH, PA, WA, WY, and PR shall obtain their EMR rating from their state-run worker's compensation insurance rating bureau.
- 1.2.4.4 This requirement is applicable to all subcontracting tiers, and prospective prime contractors are responsible for determining the responsibility of their prospective subcontractors.
- 1.2.4.5 A Determination of Responsibility will be accomplished for apparent awardees prior to processing the award. The above information, along with other information obtained from Government systems, such as the OSHA and EPA online inspection history databases, will be used to make the Determination of Responsibility. Failure to affirm being within the guidelines above or submit this information may result in a determination of "non-responsibility" for the offeror. NOTE: Any information received by the Government that would cause for a negative Determination of Responsibility in accordance with FAR 9.1 may make the offeror ineligible for award.
- 1.2.4.6 All awardees will be required to submit an updated EMR every year upon renewal of insurance. Failure to maintain an EMR rating of 1.0 or below may result in exclusion from competition within the MATOC or suspension of awardee until such rating is updated to reflect 1.0 or below or termination.

1.2.5 PROPOSAL PREPARATION INSTRUCTIONS

- 1.2.5.1 These instructions prescribe the format of proposals and the development and presentation of the proposal data. These instructions are designed to ensure the proper submission of information necessary to provide for comprehensive evaluation of proposals. Offerors shall carefully review this part prior to commencing proposal preparation and take the necessary measures to ensure that the information submitted is factual, accurate, and complete.
- 1.2.5.2 To ensure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Failure to furnish proposals that comply with the instructions, at the

predetermined due date for submission, may result in elimination from consideration for award. Any solicitation amendments issued must be acknowledged in accordance with FAR Clause 52.215-1--Instructions to Offerors.

1.2.6 TECHNICAL PROPOSAL

Technical proposals shall be submitted separately from the seed project price proposal. The following format shall be used:

Tab A: General Information

- Cover page with solicitation Number, Project Title
- Table of Contents
- Company information to include: UEI Number, Cage Code, Tax ID Number
- The name, address, telephone number and email address of the offeror
- Names, titles, telephone numbers and email addresses of persons authorized to negotiate on the offeror's behalf with the Government in connection with this RFP
- Certifications and Licenses

Tab B: Factor 1, Subfactor 1 - Experience

- Attachment 1 - Contractor Experience Forms completed for each project submitted for Factor 1
- Attachment 2 – Contractor Surety Limitations for Sub Factor 1
- Sub Factors 1

Tab C: Factor 1, Subfactor 2 – Quality Control

- Subfactor 2, 1 through 6

Tab D: Factor 3 – Past Performance

- Attachment 3 - Past Performance Questionnaire completed for each project submitted for Factor 1, Subfactor 1, and/or CPARS for each project submitted for Factor 1, Subfactor 1
- Attachment 4 - Subcontractor/Teaming Partner Past Performance Information and Consent Forms – If applicable

1.2.7 **PRICE PROPOSAL – Price** proposal shall be submitted separately from the technical proposal. The following format shall be used:

DO NOT SEND HARDCOPIES.

TAB A: General Information, Cover Sheet

- Page with Solicitation Number, Project Title,
- Table of Contents
- SF 1442 Signed and dated by the offeror
- Acknowledgment of Amendments
- SDVOSB Certification
- General Contractor License

- Attachment 5 – EMR Form completed and submitted with Offer
- Attachment 6 – VA Financial Registration form if applicable
- Attachment 19 – Limitations on Subcontracting

Tab B: Offer

- Title Page with Title and Project Number for Seed Project(s)
- Price Offer Schedule for Specific Seed Project(s)
- Offer Guarantee Bond for Specific Seed Project(s)
- Attachment 7 or similar - Itemized Cost Breakdown for Specific Seed Project(s)

Offerors are to include a price breakdown to include a detailed line item cost breakdown (materials, labor, and equipment) by trade, including overhead, profit, bond costs, and breakdown of G&A expenses inclusive of all Project Staff and General Requirements OF THE PRIME CONTRACTOR, which exhibits the 15% of contract performance that will be incurred for SDVOSB personnel to comply with the limitation of subcontracting requirements in 13 CFR §125.6 in accordance with VAAR 852.219-75. Failure to do so may render the proposal non-responsive.

Note: If submitting offers for multiple seed projects, please ensure that all required documentation and attachments are provided separately for each individual project.

1.2.8 SUBMISSION INSTRUCTIONS

1.2.8.1 One electronic copy of the technical proposal and price proposal shall be submitted by email to elissa.goodman@va.gov and copy to joyce.powers1@va.gov on or before the due date as specified in "Proposal Due Date" in Block 13 of the SF 1442.

1.2.8.2 Size limits of e-mails are restricted to 10MB. If more than one email is sent, please number emails in Subject line as "1 of n". (Example: PROPOSAL SUBMISSION, # 36C24726R0026 – VISN 7 Construction MATOC (1 of n, 2 of n, etc.). Offerors are completely responsible for ensuring electronic submissions reach the Contracting Officer by due date and time as specified. Sending received/read receipts or otherwise verifying receipt of offer by Contract Specialist is highly encouraged.

1.2.8.3 ***In addition to the electronic submission***, offerors shall submit four (4) hard copies **OF THE TECHNICAL PROPOSAL ONLY** by the proposal due date and time as specified for each seed project proposed on as follows:

Address: Ralph H. Johnson VA Healthcare System
 ATTN: John W. Cronk
 Engineering Service Room G206D
 109 Bee St. Charleston, SC 29401

1.2.8.4 In the event that discrepancies between the original hard copies and the electronic versions of proposals arise, the original hard copies shall prevail.

1.2.8.5 Offerors must mark the front of proposal packages as follows:

<p><Company Name> VISN 7 CONSTRUCTION MATOC PROPOSAL 36C24726R0026</p> <p>SEED PROJECT #/TITLE: _____</p> <p style="text-align: center;">COMPETITIVE SOLICITATION -- TO BE OPENED BY ADDRESSEE ONLY</p>

1.2.8.6 Requests for information or clarifications shall be submitted to the Contract Specialist at elissa.goodman@va.gov no later the date indicated on Page 1 of the SF-1442.

1.2.8.7 Inquiries and all correspondence concerning this solicitation document should be submitted in writing via e-mail to the Contract Specialist at elissa.goodman@va.gov

1.2.8.8 Offeror signature shall be in accordance with Federal Acquisition Regulations Part 4.207 on all contractual documents (e.g. proposals, awards, modifications, etc.).

1.2.9 COMPETITIVE RANGE

1.2.9.1 The Government reserves the right to limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit efficient competition among the most highly rated proposals IAW FAR 15.204-1.

1.2.9.2 If the Contracting Officer decides that an Offeror's proposal should no longer be included in the competitive range, the proposal shall be eliminated from consideration for award and written notice of the decision shall be provided to the unsuccessful Offeror in accordance with FAR 15.204-1.

1.2.10 BASIS FOR AWARD

1.2.10.1 This is a competitive procurement using highest technically rated with a fair and reasonable price approach process identified in FAR Part 15.103-3. The Government will not consider tradeoffs between cost or price and non-cost or non-price factors. Awards will be made based on the best overall proposals that are determined to be the most beneficial to the Government, with appropriate consideration given to Technical, Past Performance, and seed project price. Seed project prices will be evaluated for fairness and reasonableness.

1.2.10.2 For this procurement, the government will award contracts resulting from this solicitation to offerors whose offers, conforming to the solicitation, are evaluated as being the most advantageous to the government. Only firms that are considered the most highly qualified, and whose prices are determined fair and reasonable, will be selected for award of the basic contract. Awards will further be contingent upon determining contractor responsibility in accordance with FAR Part 9 and whose proposals conform to the RFP's requirements (to include all stated terms, conditions, representations and certifications).

- 1.2.10.3 In the event that multiple proposals are deemed to possess the highest technical rating and the offer is found to be fair and reasonable in price, the award(s) for the seed project will be made to the offeror(s) among those highest technically rated proposals who submits the lowest fair and reasonable price.
- 1.2.10.4 Only firms that are considered the most highly qualified to provide the type of services required will be selected for award of the basic contract. For awardees not receiving a seed project, a task order for the minimum guarantee of \$1000 will be issued concurrently with the award of the basic contract. Once the value of task orders placed exceeds the minimum guaranteed amount, the minimum guaranteed task order will be modified to de-obligate the funds from the task order.
- 1.2.10.5 The Government intends to evaluate proposals and anticipates an award without discussions, except clarifications as described in FAR 15.202. The Government reserves the right to award an amount of IDIQs, as determined by the CO at the time of award, to ensure a qualified pool of contractors to support the entire region and in the best interest of the Government. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.
- 1.2.10.6 The Contracting Officer will conduct proposal compliance review for determination of basic proposal adequacy prior to providing the proposals to the board. Non-compliance with the RFP requirements may be grounds to eliminate the proposal from consideration for contract award.
- 1.2.10.7 Although the assessment of Past Performance as a specific evaluation factor is separate and distinct from the Determination of Responsibility required by FAR Part 9, Past Performance information obtained herein will be used during the Government's responsibility determination. The Government also reserves the right to obtain additional information solely for the purpose of making a responsibility determination from all Offerors after receipt of proposals. Requests for responsibility information do not constitute discussions.

1.2.11 **FINAL PROPOSAL REVISIONS**

If discussions are conducted, final proposal revisions will be required in determining the award of a contract resulting from this RFP. Offerors may be required to respond with their final proposal revision within 24 to 48 hours. However, the Government reserves the right to award a contract without discussions or opportunity for proposal revisions, in which case, final proposal revisions will not be required.

1.2.12 **AWARD DECISION**

- 1.2.12.1 Pursuant to the solicitation, the Government intends to award several Indefinite Delivery Indefinite Quantity (IDIQ) contracts to establish a qualified pool of contractors capable of supporting the entire region of VISN 7. The number of IDIQ's will be determined by the Contracting Officer at time of award.

1.2.12.2 Awards will be made to the most highly technically rated firms offering a reasonable price and who are determined responsible in accordance with the Federal Acquisition Regulation (FAR) 9.1.

1.2.13 **Personal Identity Verification of Contractor Personnel:** FAR 52.204-9, Personal Identity Verification of Contractor Personnel (Jan 2011), is incorporated into this solicitation by reference with the same force and effect as if given in full text. The full text of a clause may be accessed electronically at [https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR 52 204 9](https://www.acquisition.gov/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR%20204%209)

1.2.13.1 Upon Contract Award, all key personnel shall be subject to the appropriate type of background investigation or screening per VA Handbook 0710 and must receive a favorable adjudication. This requirement is applicable to all subcontract personnel.

1.2.13.2 In accordance with VA Directive 0735, prior to providing services under the contract, each contract person will be asked to provide two (2) forms of identification from the accepted identification documentation list to the appropriate VA representative in order to obtain a proper VA issued identification card.

1.2.13.3 The contractor shall submit the required forms for background investigation for the Site Superintendent, Project Manager, and any staff that has routine access to the VA facility

1.2.14 **DEBRIEFINGS**

1.2.14.1 Offerors excluded from the competitive range or otherwise excluded from the competition before award may submit a written request for a debriefing to the Contracting Officer in accordance with FAR 15.206.

1.2.14.2 After award, unsuccessful Offerors may submit a written request for a debriefing to the Contracting Officer in accordance with FAR 15.301.

1.3 SPECIAL TASK ORDER INFORMATION

1.3.1 PURPOSE AND SCOPE

- 1.3.1.1 Task order solicitations will be issued Task Order Request for Quotes or Task Order Request for Proposals to obtain to satisfy requirements for a broad range of construction, renovation, maintenance, alteration and repair affecting real property for eight major facilities in addition to other various related off-site VA medical facilities. The eight facilities are identified in section 1.1.1.
- 1.3.1.2 As requirements develop, task order solicitations will be issued on a competitive basis. Task orders will vary in scope and range in magnitude from \$2,000 to \$30,000,000.00.

1.3.2 TASK ORDER LIMITATIONS (Reference FAR 52.216-19)

1.3.3 TASK ORDER ISSUANCE/ ORDERING PROCEDURES

- 1.3.3.1 Task order solicitations will be issued using the Standard Form (SF) 1442, or other authorized VA forms where appropriate.
- 1.3.3.2 When construction services are required to be performed under this MATOC, a task order solicitation will be issued to all MATOC contractors, by way of electronic transmission, either by email or the Electronic Contracting Management System (eCMS) vendor portal but can be issued orally.
- 1.3.3.3 Task order solicitations may be solicited using procedures found in FAR Parts 12, 14, 15, and 36.
- 1.3.3.4 Projects will vary in scope and magnitude. Task order solicitations may or may not have traditional plans and specifications but may include sketches, as built drawings, or other submittals.
- 1.3.3.5 Any reproduction cost of task order solicitations or provided specifications and/or drawings shall be solely at the expense of the offeror.
- 1.3.3.6 Projects may be non-complex tasks requiring minimal design. When complete plans and specifications are not provided, the VA Master Specifications will apply for elements of work not addressed by a project specific specification. VA Master Specifications can be located at <http://www.cfm.va.gov/til/index.asp>.
- 1.3.3.7 Task order solicitations may be issued from date of contract award until the MATOC expiration date.
- 1.3.3.8 All task orders are subject to the terms and conditions of the MATOC contract. In the event there is a conflict between a task order and the MATOC contract, the MATOC contract will govern.

1.3.4 TYPES OF CONSTRUCTION TASK ORDERS/WORK ELEMENTS

1.3.4.1 Construction Effort Only: MATOC Contractors shall be provided with a 100% completed design document (drawings, specifications, and/or design analysis, sketches, as built drawings, submittals, etc.) to initiate and complete construction execution in accordance with contract requirements.

1.3.5 TASK ORDER COMPETITION

1.3.5.1 Task order awards will be based on competitive proposals received exclusively from MATOC contractors.

1.3.5.2 Each MATOC contractor will be provided with a fair opportunity to compete for task orders unless the following exceptions in accordance with FAR 16.507-6(b) apply.

1.3.5.2.1 The agency's need for the construction services is of such urgency that providing such opportunity to all such contractors would result in unacceptable delays.

1.3.5.2.2 Only one such contractor is capable of providing the construction services at the level of quality required because the services or supplies ordered are unique or highly specialized.

1.3.5.2.3 The order must be issued on a sole-source basis in the interest of economy or efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

1.3.5.2.4 It is necessary to place an order to satisfy a minimum guarantee.

1.3.5.2.5 For orders exceeding the SAT, a Statute expressly authorized or requires that the purchase be made from a specified source.

1.3.5.2.6 While the primary NAICS code for VISN 7 MATOC is 236220 with a Small Business Size Standard of \$45M, individual task orders may be issued under specialty NAICS codes associated with 237 and 238 with a small business size standard of \$19M at the Task Order level consistent with the principal purpose of the work. Additionally, while the primary Product Service Code (PSC) for the MATOC is Y1DA, "Construction of Hospitals and Infirmaries." Task orders may also be issued under other PSC codes that the contracting office deems appropriate.

1.3.6 PRE-PROPOSAL CONFERENCE/SITE VISITS

1.3.6.1 A pre-proposal conference will be as scheduled for each requirement pursued under the MATOC. A pre-proposal conference may be scheduled as soon as two days from issuance of the task order solicitation, or as soon as one (1) hour under emergency conditions. A site-visit will normally be held immediately following the pre-proposal conference.

1.3.6.2 Offeror's attendance at site visits is considered vital to the preparation of competitive offers, and to understanding the total results desired by the Government.

1.3.6.3 Failure to attend a site visit may not be used as an excuse for any omissions or miscalculations in offers.

1.3.6.4 All Requests for Information/Questions shall be submitted in writing and responded via amendments to solicitations.

1.3.7 OFFER SUBMITTAL IN RESPONSE TO TASK ORDER SOLICITATION

1.3.7.1 Task Order solicitation issuance will normally occur electronically, therefore all MATOC contractors shall always keep an up-to-date email address on file with the Contracting Officer. A secondary email address is encouraged. The Government will not be liable for lack of notification(s) to contractors who fail to maintain current email addresses or acknowledge offerings. Upon receipt of a task order solicitation by email, contractors shall acknowledge receipt. A Contracting Officer or contract specialist may make only one attempt to email a task order solicitation.

1.3.7.2 Contractors shall be required to furnish all project management, planning, estimating, labor, transportation, materials, equipment, tools, supervision and all other associated costs necessary to fulfill the requirement specified in each task order solicitation. Quotes or proposals shall include at a minimum all labor wages, management, supervision, mobilization, material and equipment costs, and any costs associated with construction.

1.3.7.3 Any deficiencies, conflicts, or other areas of concern existing in the task order scope of work and/or applicable drawings should be brought to the attention of the issuing Contracting Officer or contract specialist in writing.

1.3.7.4 Contractors shall respond within the number of calendar days by submitting a proposal to the issuing Contracting Officer or designated Contract Specialist in accordance with requirements as stated in the task order solicitation.

1.3.7.5 MATOC contractors are expected to submit an offer on all projects offered, however, in the event a contractor is unable to submit an offer, the contractor shall notify the issuing Contracting Officer or Contract Specialist, electronically via email.

1.3.7.6 In the event a contractor fails to submit an offer on a reasonable number of projects offered, as determined by the Contracting Officer, the Contracting Officer will notify the contractor when their offer record indicates an unacceptable number of offerings. Failure to submit an offer on a reasonable number of projects offered, as determined by the contracting officer, may be cause for off-ramping.

1.3.7.7 Contractors will not be reimbursed for proposal preparation, site visits, attendance during negotiations, walk-throughs or other costs associated with the submittal of offers.

1.3.8 TASK ORDER EVALUATION

1.3.8.1 The government will evaluate submitted offers according to criteria specified in each task order solicitation.

1.3.8.2 Each task order solicitation will describe the criteria that will be utilized for the evaluation of quotations or proposals.

1.3.8.3 The Government may consider factors such as past performance on previously awarded orders under the MATOC, quality and timeliness of work performed, and/or other factors that may be relevant to the award of a particular order when making an award decision.

1.3.9 TASK ORDER AWARD DECISION

1.3.9.1 The Government reserves the right to limit the number of responses received in response to task order solicitations to the greatest number that will permit efficient competition among the most highly-rated quotations, offers, or other responses to notices.

1.3.9.2 Whenever possible, award will be made without discussions for task orders.

1.3.9.3 If discussions are required, each MATOC contractor will be requested to provide a final proposal revisions, unless eliminated from discussions through the establishment of a competitive range.

1.3.9.4 Task order awards will be firm fixed-priced and will specify a specific period of performance.

1.3.10 TASK ORDER PERFORMANCE PERIOD

1.3.10.1 Period of Performance shall be determined at the individual task order level.

1.3.10.2 The Government reserves the right to negotiate for accelerated performance periods at the individual task order level.

1.3.11 PROTEST

In accordance with FAR 16.508, no protest under FAR part 33 is authorized in connection with the issuance or proposed issuance of task order except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract or for orders in excess of the thresholds stated in 16.508(a)(2).

1.3.12 BID GURANTEE/PAYMENT AND PERFORMANCE BONDS

All bonds will be required for task orders in accordance with FAR part 28.

1.3.13 GENERAL WAGE DECISIONS.

Applicable Davis-Bacon wage rates will be identified in each task order solicitation issued under this MATOC and will be current at the time of award which may be located online at <https://sam.gov/wage-determinations>.

1.3.14 EVALUATION OF CONTRACTOR PERFORMANCE

- 1.3.14.1 Contractors' past performance will be prepared in accordance with FAR 42.1102.
- 1.3.14.2 Past performance evaluations shall be prepared for each construction contract of \$900,000 or more, and for each construction contract terminated for default regardless of contract value.
- 1.3.14.3 Past performance evaluations may also be prepared for construction contracts below \$900,000.
- 1.3.14.4 Interim evaluations may be prepared at any time during contract performance when determined to be in the best interest of the Government.
- 1.3.14.5 The Government will utilize the Contractor Performance Assessment Reporting System (CPARS) to measure the quality and timely reporting of past performance information.
- 1.3.14.6 Contractors shall designate a point of contact (POC) to receive notification of performance evaluations for the MATOC and subsequently issued task orders. The POC must maintain a current email address on file with the Contracting Officer. Contracting Officers must be notified of any changes to the POC.

1.3.15 CONTRACT CLAUSES AND TASK ORDER REQUEST FOR PROPOSAL

- 1.3.15.1 The MATOC base contract includes the standard contract clauses.
- 1.3.15.2 Task orders constitute and define the agreement between the Contractor and the Government and include added specifics and schedules current at the time of award.
- 1.3.15.3 Task orders consist of the task order solicitation in its entirety, including all drawings, cuts, and illustrations in addition to any amendments, and successful offerors accepted quotations, offers, or other responses to notices.
- 1.3.15.4 Additional solicitation provisions and contract clauses, as applicable, may be incorporated within individual task orders as required. Such provisions and clauses shall be deemed an integral part of each respective task order and shall govern the respective scope of work unless explicitly modified.

1.3.16 CONTRACTING OFFICER'S REPRESENTATIVE

- 1.3.16.1 Contracting Officers shall appoint Contracting Officer's Representative (COR) to provide technical oversight and administration of individual task orders. However, all matters concerning the MATOC or resulting task orders shall remain under the authority of the administering Contracting Officer.
- 1.3.16.2 The issuing Contracting Officer or designated contract specialist shall handle day-to-day contractual coordination, management, and other administrative duties.

1.3.16.3 A list of the names and telephone numbers of the Government team comprising the Contracting Officer, Contract specialist and COR shall be provided at the post award/pre-construction conference when appropriate.

1.3.16.4 Before starting any work on any VA facility, the contractor shall secure a Notice to Proceed by the issuing Contracting Officer.

1.3.17 ADMINISTRATIVE MATTERS FOR TASK ORDERS

1.3.17.1 Network Contracting Office 7 maintains administrative jurisdiction over all matters pertaining to the VISN 7 MATOC.

1.3.17.2 Subsequently issued task orders shall be administered individually by the issuing Contracting Officer or designated Contract Specialist within VISN 7.

1.3.17.3 The Contracting Officer is the only person authorized to bind the Government to a contract action. Only a warranted Contracting Officer, acting within their delegated limits, has the authority to issue modifications or otherwise change the terms and conditions of the MATOC and subsequently issued task orders, therefore, no deviations or waivers shall be made without a modification executed by a Contracting Officer authorizing such changes, deviations, or waivers.

1.3.17.4 If an individual other than the Contracting Officer attempts to make changes to the terms and conditions of the MATOC or subsequently issued task orders, the contractor is hereby directed NOT to proceed with the change and immediately notify the Contracting Officer.

1.3.17.5 Each contract awarded under this MATOC will be assigned a base contract number. Task orders will consist of a sequential numbering system comprised of the base contract number and the corresponding task order number.

1.3.17.6 For accounting and appropriation data purposes, each task order shall be individually funded.

1.3.17.7 All correspondence and data submitted by contractors under the base contracts established under the MATOC must reference the base contract number, task order number, project title, and project number (if applicable).

1.3.17.8 All correspondence shall be submitted electronically by email to the Contracting Officer.

1.3.17.9 All correspondence addressed to the COR must also be provided to the Contracting Officer.

1.3.18 PAPERLESS CONTRACTING

1.3.18.1 VISN 7 is fully committed to the Federal Government's electronic commerce and paperless contracting initiatives. As such, it is anticipated that, to the maximum extent possible, task order solicitations, to include specifications and drawings, will be issued using electronic

methods, i.e., email, eCMS Vendor Portal. As such, Contractors shall have and maintain capability to receive and provide documents in this manner.

1.3.18.2 Within the life of this contract other electronic processes may be enacted. When implemented, contractors shall participate fully in any of these new requirements at no additional cost to the Government. Failure to accommodate new processes may be cause for off-ramping or non-consideration for future work.

1.3.19 FUNDING FOR TASK ORDERS

1.3.19.1 Each task order will be individually funded.

1.3.19.2 Task orders may be subject to FAR 52.232-18, Availability of Funds. If funds fail to become available for the award of the project, the event shall not constitute a basis for equitable adjustment under this contract. If funds for a project become available after the expiration of the proposed acceptance period, the Government may request an extension of the contractor's acceptance period without further competition for the project or re-solicit the project at its option. If the acceptance period is not extended by the contractor, the project may be re-solicited.

1.3.20 INVOICES, INVOICING AND PAYMENT

1.3.20.1 Properly prepared invoices must be submitted to the CO and COR. Upon review and approval, invoicing will be completed utilizing the VAs Electronic Invoice Processing and Payment System (see website <http://www.fsc.va.gov/einvoice.asp>) in accordance with VAAR 852.232-72.

1.3.20.2 Payment will be made by the paying office specified in the task order award and shall be in accordance with FAR 52.232-5--Payments under Fixed-Price Construction Contracts, FAR 52.232-27--Prompt Payment for Construction Contracts.

1.3.20.3 Contract number, Task Order, and Purchase Order number must be on all invoices with the complete and proper business name and address.

1.3.20.4 Payment may be withheld until all contractual requirements are fulfilled, including but not limited to: Receipt of proper weekly payrolls IAW Davis Bacon Act Requirements, daily logs and updated schedules in a timely manner.

1.3.20.5 All requests for payments must include all information pursuant to FAR 52.232-5.

1.3.20.6 Final invoice shall not be submitted until Government acceptance of the completed project has been made in writing. Final invoice shall be submitted along with Release of Claims.

1.3.20.7 Requests for payment in accordance with terms of the contract shall consist of:

1.3.20.7.1 The Contractor's invoice showing, in summary form, the basis for arriving at the amount of the invoice.

1.3.20.7.2 The contract performance statement which shall show, in detail, the estimated cost, percentage of completion, and value of completed performance; and

1.3.20.7.3 Updated progress and equipment delivery schedules.

1.3.21 **INSURANCE - WORK ON GOVERNMENT INSTALLATION**

Insurance will be required for each task order in accordance with FAR 52.228-5

1.3.22 **STATE AND FEDERAL REQUIREMENTS, STATUTES, ORDINANCES, LAWS, REGULATIONS**

1.3.22.1 Contractors, their employees, and subcontractors are subject to, and shall abide by and comply with, all relevant statutes, ordinances, laws and regulations of the United States (including Executive Orders of the President) and any State (or other public authority now or hereafter in force).

1.3.22.2 Contractors shall agree to observe and comply with all applicable state and federal requirements regarding social security, workman's compensation, unemployment insurance and any other matters concerning employment applicable to the performance of this contract or rules, regulations, directions and order not inconsistent herewith as may from time to time be issued by the Government.

1.3.22.3 The unilateral act of any Governmental body against any employee of the Contractor for the violation of a state or federal law or regulation shall not excuse the Contractor from full compliance with the terms and conditions of the MATOC and subsequent task orders.

1.3.22.4 Contractors shall comply with all applicable Federal, State, Local, and Department of Veterans Affairs regulations pertaining to safety, traffic control, infectious control, green environmental management, security, and fire prevention.

1.3.22.5 Contractors may use the Engineering library at <http://www.cfm.va.gov/til/index.asp> which contains most applicable Veterans Affairs' publications as well as some commercial project data information, or Department of Veterans Affairs Acquisition Policy website, <https://www.va.gov/oal/business/pps/policy.asp>, which has links for several other sites with available publications, forms and project data information

1.3.22.6 Contractors, their employees, and subcontractors shall become familiar with and obey the regulations of the facilities, including fire, traffic, safety and security regulations while on the facility grounds. Personnel should not enter restricted areas unless required to do so and only upon prior approval. All contractor employees and subcontractors shall carry proper personal identification with them at all times.

1.3.23 TRANSPORTATION, HANDLING AND STORAGE

1.3.23.1 The contractor shall coordinate with suppliers and shippers to ensure that incoming materials are properly identified with the contractor's name, contract number and project title. The contractor shall designate an authorized individual to be available to receive shipment. The Government will not provide storage other than that available at the project site. No deliveries are allowed at the VA loading dock unless pre-approval is obtained from the COR.

1.3.23.2 For all government furnished property and contractor furnished property, storage of supplies, materials and equipment on the project site shall be accomplished in such a manner to prevent mechanical and climatic damage and loss due to vandalism or theft. Equipment temporarily removed in the performance of work and stored on the job site shall be stored and protected in accordance with previous paragraphs and shall be replaced in a condition compatible with its original state. Security for equipment and material removed from the job site for temporary storage until reuse shall be the responsibility of the contractor.

1.3.24 CLEANUP AND DISPOSAL OF DEBRIS AND FILL MATERIALS

1.3.24.1 At the end of each workday, the contractor shall clean up the work and storage areas and stack all materials in a manner approved by the Contracting Officer or his/her designated representative. Upon completion of a project, the contractor shall ensure that all dirt, trash, and debris resulting from the construction operations are removed from the work area. Unless directed otherwise in the contract or by the Contracting Officer, disposal of debris shall be made at the contractor's expense and shall be delivered to a state approved disposal site located off the VA grounds. Debris shall not be left in such a manner that wind, or other weather conditions can cause the debris to be scattered outside the work area or inside the facilities via local foot traffic.

1.3.24.2 The hauling and disposal of excess fill material including rock, gravel, sod, broken concrete or asphalt, plaster, etc., shall be the responsibility of the contractor. Disposal shall be in accordance with applicable state and local regulations.

1.3.25 SHOP DRAWINGS AND SUBMITTALS

The Contractor is responsible for preparation of all shop drawings, submittals, and as-builts for each task order in accordance with requirements contained therein.

1.3.26 MISCELLANEOUS CONTRACTOR REQUIREMENTS

1.3.26.1 Prior to commencing on-site construction, the contractor shall provide the issuing Contracting Officer or designated Contract Specialist with email addresses, office and mobile telephone number at which the contractor or his/her representative may be contacted at any time during regular working hours in addition to an emergency number for which the contractor may be contacted in situation requiring immediate attention.

- 1.3.26.2 **Contractor's Employees.** All work under this contract shall be performed in a skillful and workmanlike manner. The Contractor shall employ and utilize only experienced (or certified apprentice), responsible, and capable persons in the performance of work under this contract. All employees must be citizens of the United States or authorized aliens and shall be able to furnish proof of citizenship if asked to do so by the Contracting Officer. Only authorized contractor personnel shall be admitted to the worksite at all times. The Contracting Officer may, in writing, require the contractor to remove from the job site, any employee the Contracting Officer deems incompetent, careless or otherwise objectionable.
- 1.3.26.3 **Superintendence.** The contractor shall give personal oversight to the work or have a competent foreman or superintendent from his/her own staff, satisfactory to the Contracting Officer, at the work site while work is in progress, with authority to act on behalf of the contractor. The contractor's superintendent is responsible for maintaining and conducting the inspection system required by the contract.
- 1.3.26.4 **Removal of Personnel.** The Contracting Officer may require the contractor to remove from the job those employees who endanger persons or property; those who manufacture, distribute, dispense, possess or use controlled substances at the worksite (FAR 52.226-7, Drug-Free Workplace); and those whose continued employment under this contract is inconsistent with the interest of VA security.
- 1.3.26.5 Anyone caught parking in patient designated areas will be permanently removed from the job site. Parking of contractor vehicles shall be restricted to the contractor's designed on-site area, work area, or other designated location. The company name shall be prominently displayed on all construction vehicles parked on the job site.
- 1.3.26.6 Security of material storage areas on the job site shall be the responsibility of the contractor. The area shall be kept neat and orderly and free of debris.

1.3.27 SPECIAL LICENSES

Asbestos contractors shall have applicable state certifications and licenses.

1.3.28 LIQUIDATED DAMAGES

The government reserves the right to incorporate liquidated damages per project as determined by the Contracting Officer.

1.3.29 SECURITY REQUIREMENTS

- 1.3.29.1 All personnel employed by the contractor in the performance of task orders issued under this Construction MATOC, or any representative of the contractor, shall abide by all security instructions and directives of the Department of Veterans Affairs. Contractors are responsible for safeguarding all government property provided for contractor use.
- 1.3.29.2 At the close for each work period, government facilities, equipment and materials shall be secured, lights, and all doors and windows secured.

- 1.3.29.3 The contractor and, as applicable, subcontractor shall not employ persons for work on VA contracts if such employee is identified as a potential threat to the health, safety, security, general well-being or operational mission of the installation and its population, nor shall the contractor or subcontractor employ persons under contract who have an outstanding criminal warrant as identified during background checks.
- 1.3.29.4 Contractors shall ensure their employees and those of their subcontracts have the proper credentials allowing them to work in the United States. Employees and subcontractors later found to be undocumented, or illegal aliens will be remanded to the proper authorities.
- 1.3.29.5 The contractor shall not be entitled to any compensation for delays or expenses associated with complying with security requirements. Furthermore, complying with security requirements shall not excuse the contractor from proceeding with the contract as required.
- 1.3.29.6 All contractors and subcontractors, when working in a controlled, restricted or other sensitive area must be escorted at all times. The responsibility for providing the escorts will be that of the installation where the work is being performed. The contractor shall follow existing procedures and instructions for obtaining entrance to restricted or controlled areas.
- 1.3.29.7 Contractor Badge Policies: All requests for contractor ID badges will be submitted through the COR.
- 1.3.29.8 All contractor employees are required to consent to a background investigation prior to being granted unescorted access to the installation(s). Continued access is contingent upon successful completion and favorable reporting of criminal background check.
- 1.3.29.9 Contractor badges will be issued for a maximum period of one year. Prior to reissuing new badges, all old badges must be returned to the station Security/Police. Also, before a new badge is issued, VA Security/Police must give approval again. In the event a badge is lost or stolen, the badge holder must report the loss/theft of Identification to his/her supervisor. The supervisor of the contractor will investigate the loss and report in writing the circumstances in which the badge was lost and submit a new request for a new ID badge.
- 1.3.29.10 The contractor shall obtain personal contractor identification badge for all employees for the duration of the contract. Employees are only permitted to enter the installation during the date and time periods indicated on their contractor ID badge.
- 1.3.29.11 Vehicle registration, proof of insurance and a valid driver's license must be presented for all vehicles while operating on the installation. All vehicles entering the installation or sensitive areas are subject to search. Any refusal or non-consent by an employee will result in termination of their access and immediate confiscation of their ID badge.

1.3.30 SAFETY

1.3.30.1 FAR 52.236-13 - Accident Prevention establishes construction safety requirements for contracted construction work. For fixed-price contracts, the FAR requires that the contractor shall provide and maintain work environments and procedures that:

1.3.30.1.1 Safeguard the public and government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities.

1.3.30.1.2 Avoid interruptions of government operations and delays in project completion dates.

1.3.30.1.3 Control costs in the performance of this contract.

1.3.30.2 For these purposes, on contracts for construction, dismantling, demolition, or removal of improvements, the contractor shall:

1.3.30.2.1 Provide appropriate safety barricades, signs, and signal lights.

1.3.30.2.2 Comply with the standards issued by the Secretary of Labor in 29 CFR 1926 and 29 CFR 1910.

1.3.30.2.3 Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

1.3.30.3 VHA Directive 7715, establishes that the COR, if designated in writing by the Contracting Officer, shall serve as the Safety Officer on all assigned construction projects. In this position, the COR has authority on behalf of the CO to monitor and enforce contractor compliance with construction safety and health requirements. Unsafe acts or conditions must be addressed at the time of discovery with immediate mitigation. However, only the CO may issue an order to stop part or all of the work while requiring satisfactory or corrective action to be taken by the contractor. The VA Facility Safety Officer is also empowered by the facility director to immediately suspend any act they witness that would place anyone in immediate jeopardy.

1.3.30.4 All work including the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply with the applicable requirements of 29 CFR 1910/1926. Work involving the disturbance or dismantling of asbestos or asbestos-containing materials; the demolition of structures containing asbestos; and/or disposal and removal of asbestos, shall also comply with the requirement of 40 CFR, Part 61, Subpart A. All work shall comply with applicable federal, state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.

1.3.30.5 The Contractor shall assume full responsibility and liability for compliance with all applicable regulations and local facility policy pertaining to the health and safety of personnel during the execution of work. The Government shall not be held liable for any

action on the part of the Contractor, his employees or Sub-contractor, which result in illness, injury or death.

1.3.30.6 The VA's Construction Safety Guidebook is available at the following web site <https://vaww.hefp.va.gov/guidebooks/construction-safety-guidebook> .

1.3.31 SCHEDULING OF PRE-FINAL AND FINAL INSPECTIONS

1.3.31.1 The Contractor and the Government will jointly conduct a pre-final inspection prior to any final inspection. Request for the pre-final shall be made in writing to the Contracting Officer (CO) at least five (5) days prior to the desired date.

1.3.31.2 When the Contractor is ready for final inspection, they shall request so in writing to the Contracting Officer or a duly authorized representative at least two (2) days prior to the desired date.

1.3.31.3 The final inspection will be conducted with the Contractor, COR, consultant team, and/or representative of the using activity and noted discrepancies will be corrected within the time specified by the Contracting Officer.

1.3.32 SEED PROJECT REQUIREMENTS

1.3.32.1 Submit price associated with the Seed Project in accordance with 1.2.8.

1.3.32.2 Offerors shall include a cost breakdown to include a detailed line item cost breakdown (materials, labor, and equipment) by trade, include overhead, profit, bond costs and breakdown of G&A expenses inclusive of all Project Staff and General Requirements OF THE PRIME CONTRACTOR, ***which exhibits the 15% of contract performance that will be incurred for SDVOSB personnel in accordance with VAAR 852.219-75 – Limitations on Subcontracting.*** Failure to do so may render proposal non-responsive

1.3.32.3 Offerors shall provide all price information necessary to provide a meaningful basis for Government's analysis and evaluation for fairness and reasonableness of price for the seed project(s) as set forth in this solicitation.

1.3.32.4 Refer to the following sections for seed project specifics:

SECTION	SEED PROJECT	PROJECT NUMBER	PROJECT TITLE
1.4	#1	534-23-910	Renovate Restrooms, Stairwells, and Doors
1.5	#2	557-20-101	Relocate Radiology and Nuclear Medicine
1.6	#3	619A4-25-102	Correct Egress Door Deficiencies at the Tuskegee Campus

1.4 SEED 1 – PROJECT 534-23-910 SPECIFICS

1.4.1. **PROJECT TITLE/NUMBER:** Renovate Restrooms, Stairwells, and Doors, Project #534-23-910

1.4.2. **PROJECT DESCRIPTION:** Renovate Restrooms, Stairwells, and Doors per the provided drawings, specifications, and the provided statement of work. Work will consist of demolition and renovation of public restrooms, and drinking fountains on the 3rd, 4th, and 5th floors. Work includes nursing station on the 4th floor, replacing/renovating doors and frames on the 3rd, 4th, and 5th floors and renovating 6 stairwells in the Main Building.

1.4.3. **SPECIAL REQUIREMENT FOR SEED PROJECT:** The project will require phasing to enable minimal impact to operations. Construction impact shall be minimized and mitigated in a way that limits disruption to the functioning of the Main Facility (VAHCS).

1.4.4. **LOCATION:** Ralph H. Johnson VA Medical Center, 109 Bee Street Charleston SC 29401-5799

1.4.5. **MAGNITUDE OF PROJECT:** \$5,000,000 - \$10,000,000 (VAAR 836.204)

1.4.6. **PERFORMANCE PERIOD:** 300 Calendar Days after receipt of Notice to Proceed

1.4.7. **SITE VISIT DATE AND TIME:** April 21 2026, 10:00 AM Eastern

1.4.8. **LOCATION:** Ralph H. Johnson VAMC Front Lobby, 109 Bee Street, Charleston, SC 29401

1.4.9. **POINT OF CONTACT(S):**

TITLE	NAME	EMAIL	PHONE
Contract Specialist	Elissa Goodman	elissa.goodman@va.gov	352.213.6151
Contracting Officer (CO)	Joyce Powers	joyce.powers1@va.gov	470.501.5673
Contracting Officer Representative (COR)	Christian Militzer	Christian Militzer@va.gov	843.789.1210
Alternate COR	Ryan James	Ryan.james1@va.gov	843.518.2448

*All communication shall be forwarded to the **Contract Specialist** unless otherwise directed by the Contracting Officer.*

1.4.10. **PERFORMANCE & PAYMENT BONDS:** In accordance with FAR 28.102-1 and Contract Clause 52.228-15, Contractors are reminded that any amount awarded over \$35,000 shall require Payment Bonds, and awards exceeding \$150,000 shall require both Payment and Performance Bonds. All bonds are due no later than 10 days after award.

1.4.11. **WAGE DETERMINATION APPLICABLE TO THIS PROJECT:** General Decision Number: SC20260023 01/02/2026.

1.4.12. Special Notes regarding FAR 52.229-3: Federal, State and Local Taxes (South Carolina only - Not applicable for Alabama or Georgia):

Offerors are hereby notified that under the State of South Carolina Code 12-35-2120(29), - Exemptions From Sales Tax, tangible personal property purchased by persons under a written contract with the federal government when the contract necessitating the purchase provides that title and possession of the property is to transfer from the contractor to the federal government at the time of purchase or after the time of purchase is exempt from sales tax. This exemption also applies to purchases of tangible personal property which becomes part of real or personal property owned by the federal government or as provided in the written contract, is to transfer to the federal government. This exemption does not apply to purchases of tangible personal property used or consumed by the purchaser.

Therefore, the contractor's purchase of such building and construction materials within the state of South Carolina to be incorporated into the real property belonging to the U.S. Department of Veterans Affairs (VA) is subject to the exemption from the state of South

1.4.13. **PROPOSAL DUE DATE:** All offers are due with proposal for MATOC basic contract. Failure to provide a price will make offer noncompliant, eliminated from the competition and offeror ineligible for a basic contract award. Offerors (General Contractor) shall price the entire seed project (all bid items).

1.4.14. **BASIS FOR AWARD:** As Stated in MATOC Solicitation.

1.4.15. **SPECIFICATIONS AND DRAWINGS:** Attachments 7 through 11

1.4.16. **STATEMENT OF WORK**

Ralph H. Johnson VA Health Care System

SCOPE OF WORK

Renovate Restrooms, Stairwells, and Doors

Project # 534-23-910



Statement of Work

A. Scope

The contractor will provide all supervision, labor, equipment, and materials needed to complete work for project 534-23-910 Renovate Restrooms, Stairwells, and Doors per the provided drawings,

specifications, and this statement of work. Work will consist of demolition and renovation of public restrooms, and drinking fountains on the 3rd, 4th, and 5th floors. Also include adding a nursing station on the 4th floor, replacing/renovating doors and frames on the 3rd, 4th, and 5th floors and renovating 6 stairwells in the Main Building. The project will require phasing to enable minimal impact to operations.

1. Construction impact shall be minimized and mitigated in a way that limits disruption to the functioning of the Veterans Affairs Health Care System Ralph H. Johnson Main Facility (VAHCS).
2. Scheduling and coordination with the VAHCS will be critical and must be approved by Contracting Officer's Representative (COR) prior to work.

B. General Requirements

1. Employees of the contractor and sub-contractors shall always conduct themselves in a professional manner while on medical center property. The contractor shall ensure all personnel working on this contract are aware of Medical Center policies pertaining to employee behavior and conduct.
2. Physical or verbal misconduct may be grounds for removing employees from Medical Center property, or grounds for arrest by the Veteran Affairs (VA) Police. Employees may be banned from VAHCS property as a result of inappropriate or illegal behavior. The contractor shall not be entitled to any compensation from the Government for any costs resulting from employee misconduct (including, but not limited to, delays in contract completion) and may be held liable for costs incurred by the Government because of employee misconduct.
3. Refer to Specification Section 01 00 00.1.5.F. Smoking and vaping is strictly prohibited on the entire VAMC campus.
4. Contract shall furnish maintenance and operating manuals and one compact disc (four hard copies and one electronic copy each) for each separate piece of equipment. Refer to Specification Sections 01 22 23 and 01 00 00.1.19 General Requirements for details.
5. Refer to Specification Section 01 00 00.1.6 for details on Operations and Storage Areas.
6. It is the contractor's responsibility to properly assess the working conditions and include in the bid any specialty equipment, training, additional time, personnel, or safety equipment to perform the work safely and in compliance with all applicable VAHCS, local, state, and federal regulations.

C. Hours of Work

1. Normal working hours are 0700 – 1700 Monday to Friday, except for Federal holidays. To reduce patient impact, some work may need to take place during after-hours (1700 – 0700) or during weekends.
2. Government holidays observed: New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.
3. All schedules and work hours shall be requested, coordinated, and approved through the COR.

D. Phasing

1. The contractor shall perform the work in each phase in the documented Phasing Plans sequence. All work in each phase must be completed prior to VA staff and patient occupancy of a phase and

the start of work in a subsequent phase unless noted otherwise. A detailed narrative of each phase is included in Specification Section 01 00 00.1.6.F General Requirements.

2. Execute work so as to interfere as little as possible with normal functioning of Medical Center as a whole, including operations of utility services, fire protection systems and any existing equipment, and with work being done by others. Use of equipment and tools that transmit vibrations and noises through the building structure, are not permitted in buildings that are occupied, during construction, jointly by patients or medical personnel, and Contractor's personnel, except as permitted by Resident Engineer COR where required by limited working space.

E. Infection Control

1. Infection Control Requirements shall be followed in accordance with an Infection Control Risk Assessment (ICRA) Permit. It is expected that work inside the facility will require a Class IV permit. Dust, dirt, and debris shall be contained. Additional infection control requirements are included in Specification Section 01 35 26 Safety Requirements.
2. Low/No Volatile Organic Compounds (VOC) materials are to be utilized. Refer to Specification Section 01 81 13, Sustainable Construction Requirements.
3. All ICRA barriers and/or plan of execution shall be in-place and approved by VAHCS Infection Control representative and COR prior to start of work.
4. Refer to Specification Section 01 35 26.1.11 for Personal Protective Equipment Requirements.

F. Security

VA Directive 0710: VA policy requires all personnel be subject to an appropriate background investigation (Special Agreement Check (SAC)) Check (SAC)) prior to permitting access to VA information system. Badging must be secured prior to any contractor beginning work on the premises. The Contractor will determine the type of badge required for their contractor(s) based on the following criteria:

1. If contractor requires escorted access to RHJVAMC for less than 15 days per year, they will require a Visitor Badge.
2. If contractor requires any other access other than 15 days per calendar year, they will require a PIV-I Badge.

Prior to receiving sponsorship for any badge, all contractors must complete Contractor Safety Training through the Safety Service as coordinated through the COR. Training occurs every other Wednesday at 9:00 am in the Engineering Conference Room (G206k). Procedures for acquiring the appropriate identification badge for a contractor are identified below.

1. Fill out fingerprint forms and have fingerprints done at the PIV Office. Contractors can walk-in to PIV Office Monday- Friday from 8:00 a.m. – 3:30 p.m. for fingerprints.
2. Complete background Investigation form.
3. Complete Contractor Safety Training.

G. Safety

Prior to commencing work, general contractor shall provide proof that an OSHA certified “competent person” (CP) in compliance with (29 CFR 1926.20(b)(2)) will supervise all work under this contract and maintain a continual presence at the work site whenever the general or subcontractors are present. At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the CO and has authority to act for the Contractor. Assigned CP shall have completed the OSHA 30-hour construction safety training within the past five (5) years and all other construction workers shall have at least a 10-hour OSHA course. Refer to Specification Section 01 35 26 Safety Requirements for details.

H. Schedules

The VA requires a schedule be submitted no later than 45 calendar days of Notice to Proceed (NTP). The schedule shall be submitted in electronic PDF format using Microsoft Project or equivalent software. Work could be after normal business hours between 1700 and 0700. Any work that is to be performed outside those hours are to be clearly identified on the schedule and approved by the COR prior to commencement of work. Refer to Specifications Section 01 32 16.1.5 for Project Schedule Submittal Process.

The schedule will be updated weekly by the contractor. A summary of progress and comments on any deviations from the schedule will be included in the weekly contractor report. Weekly schedule updates will be uploaded into the document sharing program.

I. Parking/Laydown Area

The Contractor shall make arrangements for parking. At no time shall vehicles be parked on roadways, patient parking areas, the loading dock, etc. Coordinate use of the loading dock for loading/unloading material with the COR. Materials shall not be deposited on the loading dock for any length of time.

There is no guarantee for laydown of material. The VAHCS shall not provide an extensive area for storage of materials and laydown. Scheduling and coordination with the VAHCS will be critical. Materials may be staged provided that the materials are secured and inaccessible by VAHCS patients. Interim Life Safety Measure (ILSM) Permit may be required for staged materials due to increased combustible loading. It is the responsibility of the Contractor to ensure their materials remain secure.

J. Utility Shutdowns

If necessary, to interrupt utility services, the Contractor must coordinate and request a shutdown with the VAHCS prior to shutting down or interrupting any utility system. The Contractor shall provide a minimum of 14 calendar days of notice for a utility shutdown. The Contractor shall make every effort possible to reduce the amount and duration of impacts of utility shutdowns. Requests to shutdown utilities are dependent upon the VAHCS’s ability to maintain normal operations. Should a request be denied due to clinical needs, the COR shall inform the contractor of alternate dates and times that meet the VAHCS’s needs. The Contractor shall submit to the COR a plan that identifies all utilities required to be shut down, a coordination/ work plan (including subcontractors), and provide documentation of all necessary pretests along with the submission of a shutdown request.

K. Site Investigation

All interested contractors will be invited to a pre-bid meeting. While not required, the contractor is strongly encouraged to attend the on-site pre-bid meeting. Access to the work areas and specific explanation of Statement of Work requirements will be discussed. However, no questions will be answered during the pre-bid meeting. All questions must be officially submitted through the Vendor Portal. No comments, actions, or discussion (verbal or otherwise) are to be considered direction or

answers to any questions, nor will they be considered accurate or binding unless submitted and answered in writing through the CO as an official request for information (RFI). Contractor site investigation outside of the pre-bid meeting shall not be allowed.

L. Submittals

1. Shop Drawing/Product Data: Submit in accordance with Specification Section 01 33 23 Shop Drawings, Product Data, and Samples. Submit materials to be used in the project to the COR for approval prior to purchasing. VA review period is 15 working days for submittals and ten (10) working days for RFI's.
2. Sustainability Action Plan, Low Pollutant-Emitting Materials Tracking Spreadsheet, Construction Indoor Air Quality (IAQ) Management Plan: Within 30 days after the Preconstruction Meeting provide documentation complying with Specification Section 01 81 13 Sustainable Construction Requirements.

M. Construction Drawings and Specifications

The contractor shall provide the VA with two (2) approved, completed sets of as built/record drawings in the electronic version (scanned PDF) to the COR within 15 calendar days after each completed phase and after the acceptance of the project by the COR. Any deviation from the original plan must be approved prior to change and must be included in the as built/record drawings. See Specification Section 01 00 00 General Requirements for details.

N. Recycling Requirement

The VA requires all recyclable material be removed and recycled. The contractor is responsible for minimizing landfill waste. The contractor will provide a list to include weight of each type of material that is recycled. Removal of all recyclables and landfill waste is the responsibility of the contractor, refer to Specification Section 01 74 19 Construction Waste Management.

O. Period of Performance

Period of Performance is 300 calendar days from Notice to Proceed, to include material lead time. The Contractor will be required to attend a preconstruction meeting. An ILSM and ICRA will be discussed at the preconstruction meeting and the approved plans to be posted at the job site.

Contractor shall have an accepted schedule, accident prevention plan (APP), and contractor quality control (CQC) plan prior to start of work. Refer to Specification Section 01 45 00 Quality Control, Specification Section 01 35 25 Safety Requirements, and Specification Section 01 32 16.15 Project Schedules for details.

With respect to project schedule, the hospital operations shall take priority. Contractor may have to shift areas of work around to accommodate hospital operations. In the event the schedule is to be changed for any reason the contractor is responsible for notifying the COR within two (2) working days.

Records Management Obligations

A. Applicability

This clause applies to all Contractors whose employees create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists.

B. Definitions

“Federal Record” as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:

1. includes Department of Veterans Affairs records.
2. does not include personal materials.
3. applies to records created, received, or maintained by Contractors pursuant to their Department of Veterans Affairs contract.
4. may include deliverables and documentation associated with deliverables.

C. Requirements

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.
2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
4. RHJ HCS and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of RHJ VAHCS or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to RHJ VAHCS. The agency must report promptly to NARA in accordance with 36 CFR 1230.
5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in this SOW. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities

or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to RHJ VAHCS control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the contract. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

6. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and RHJ VAHCS guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with RHJ VAHCS policy.

8. The Contractor shall not create or maintain any records containing any non-public RHJ VAHCS information that are not specifically tied to or authorized by the contract.

9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.

10. The RHJ VAHCS owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which RHJ VAHCS shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

11. Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take RHJ VAHCS-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

D. Flowdown of requirements to Subcontractors

1. The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this contract, and require written subcontractor acknowledgment of same.

2. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

1.4.17. SEED PROJECT #1 PRICE OFFER SCHEDULE

ITEM	DESCRIPTION: SEE SPECIFICATIONS AND DRAWINGS FOR DETAILS	PRICE
1	ITEM I, GENERAL CONSTRUCTION: Renovate Restrooms, Stairwells, and Doors. BASE BID Work includes general construction, alterations, necessary removal of existing structures and construction and certain other items in accordance with SOW, specifications, and drawings.	<hr/>

The Period of Performance is established as 300 Calendar days and includes the submittal phase and the completion of all punch list items.

ATTACH YOUR ITEMIZED COST BREAKDOWN

Offerors are to include a construction price/cost breakdown which includes a cost breakdown to include a detailed line item cost breakdown (materials, labor, and equipment) by trade, including overhead, profit, bond costs, and breakdown of G&A expenses inclusive of all Project Staff and General Requirements OF THE PRIME CONTRACTOR, which exhibits the 15% of contract performance that will be incurred for SDVOSB personnel to comply with the limitation of subcontracting requirements in 13 CFR §125.6 in accordance with VAAR 852.219-75. Failure to do so may render the proposal non-responsive.

Offerors may use Attachment 7 or submit the cost breakdown in a similar format.

1.5 SEED 2 – PROJECT 557-20-101 SPECIFICS

- 1.5.1. **PROJECT TITLE/NUMBER:** Relocate Radiology & Nuclear Medicine to 5A, Project #557-20-101
- 1.5.2. **PROJECT DESCRIPTION:** Relocate Radiology and Nuclear Medicine in accordance with the provided drawings, specifications, and the provided statement of work.
- 1.5.3. **SPECIAL REQUIREMENT FOR SEED PROJECT:** Reference SOW, specifications and drawings.
- 1.5.4. **LOCATION:** Carl Vinson VA Medical Center located at 1826 Veterans Boulevard in Dublin, GA 31021.
- 1.5.5. **MAGNITUDE OF PROJECT:** \$5,000,000 - \$10,000,000 (VAAR 836.204)
- 1.5.6. **PERFORMANCE PERIOD:** 540 Calendar Days, after receipt of Notice to Proceed
- 1.5.7. **SITE VISIT DATE AND TIME:** April 22, 2026, 11:00 AM Eastern Daylight Time
- 1.5.8. **LOCATION:** Carl Vinson VA Medical Center, Bldg. 29, Engineering Conference Room, 1826 Veterans Blvd, Dublin GA 31021
- 1.5.9. **POINT OF CONTACT(S):**

TITLE	NAME	EMAIL	PHONE
Contract Specialist	Elissa Goodman	elissa.goodman@va.gov	352.213.6151
Contracting Officer (CO)	Joyce Powers	joyce.powers1@va.gov	470.501.5673
Contracting Officer Representative (COR)	Sara Stover	Sara.stover@va.gov	478.272.1210 x72623
Alternate COR	Bill Cheng	Bill.cheng@va.gov	478.272.1210 x73650

*All communication shall be forwarded to the **Contract Specialist** unless otherwise directed by the Contracting Officer.*

- 1.5.10. **PERFORMANCE & PAYMENT BONDS:** In accordance with FAR 28.102-1 and Contract Clause 52.228-15, Contractors are reminded that any amount awarded over \$35,000 shall require Payment Bonds, and awards exceeding \$150,000 shall require both Payment and Performance Bonds. All bonds are due no later than 10 days after award.
- 1.5.11. **WAGE DETERMINATION APPLICABLE TO THIS PROJECT:**
General Decision Number: GA20260095 01/23/2026
- 1.5.12. **PROPOSAL DUE DATE:** All offers are due with proposal for MATOC basic contract. Failure to provide a price will make offer noncompliant, eliminated from the competition and offeror ineligible for a basic contract award. Offerors (General Contractor) shall price the entire seed project (all bid items).
- 1.5.13. **BASIS FOR AWARD:** As Stated in MATOC Solicitation.
- 1.5.14. **SPECIFICATIONS AND DRAWINGS:** Attachments 12 through 14

1.5.15. STATEMENT OF WORK

SCOPE OF WORK Relocate Radiology and Nuclear Medicine to 5A/Project # 557-20-101

1. Project Definition and Objective

The Department of Veterans Affairs (VA), Carl Vinson VA Medical Center (CVVAMC), requires a construction contractor to provide all labor, materials, equipment, supervision, and incidentals necessary to relocate and modernize Radiology and Nuclear Medicine services within existing hospital facilities.

The objective of this project is to:

- Construct new and/or renovated Radiology and Nuclear Medicine suites and support spaces;
- Provide all required building systems (architectural, structural, mechanical, electrical, plumbing, fire protection, low-voltage, and radiation shielding) to support safe and compliant imaging operations; and
- Complete all work in a manner that maintains safe and continuous hospital operations in adjacent and surrounding areas.

This SOW defines the project and provides sufficient information for prospective offerors to understand the Government's requirements in accordance with FAR 36.101-3.

2. Scope of Work

2.1 General

The contractor shall perform all work necessary to deliver a complete and usable Radiology and Nuclear Medicine facility as shown and specified in the contract drawings and specifications, including but not limited to:

- Demolition and removal of existing construction, utilities, and finishes as indicated.
- New construction, renovation, and fit-out of imaging rooms, control rooms, patient prep/recovery, staff support, and ancillary spaces.
- All related building systems work (HVAC, plumbing, medical gas, electrical, fire protection, IT/low-voltage, security, radiation shielding, finishes, and specialties).
- Testing, adjusting, balancing (TAB), commissioning, and training for all affected systems.
- Site work and utility modifications immediately required to support the above.

All work shall be completed in accordance with:

- Contract drawings (all disciplines).
- Project specifications (all divisions).
- Applicable VA standards and design guides.
- Applicable codes and regulations (e.g., IBC, NFPA, NEC, NFPA 99, Joint Commission, and state/local codes).

2.2 Location

Work will be performed at the Carl Vinson VA Medical Center in existing hospital buildings that remain in operation during construction. The specific project areas include Radiology and Nuclear Medicine spaces and associated circulation and support areas identified on the contract drawings (e.g., within Buildings 5, 5A, and 5B, as applicable).

3. Schedule and Period of Performance

3.1 Period of Performance

The contractor shall complete all contract work within **540 calendar days** from the date of Notice to Proceed (NTP).

3.2 Conceptual Schedule Expectations

Offerors must propose a schedule that:

- Achieves substantial completion and final acceptance within the 550-day period of performance.
- Reflects realistic durations and sequences for major activities (demolition, structural, MEP rough-in, shielding, finishes, testing, commissioning); and
- Incorporates phasing and work restrictions required for an occupied medical facility (off-hours work, utility outages, infection control, noise/vibration limitations, etc.).

The conceptual schedule submitted with proposals is for evaluation purposes only and does not replace detailed post-award schedule submittals required by the specifications.

4. Major Work Elements

At a minimum, the contractor shall accomplish the following major work elements:

4.1 Demolition and Preparation

- Selective demolition of architectural, structural, MEP, fire protection, and low-voltage systems as indicated.
- Removal and disposal of existing finishes, casework, doors/frames, and partitions in project areas.
- Protection of existing construction to remain, including finishes, utilities, and equipment in adjacent occupied areas.
- Temporary barriers, dust partitions, infection control measures, and signage to separate construction from patient and staff areas.

4.2 Architectural and Structural

- New partitions, doors/frames/hardware, ceilings, flooring, wall finishes, and built-in casework as shown on drawings.
- Structural modifications required to support new equipment loads and building system changes (e.g., openings, framing modifications, equipment supports).
- Coordination of door hardware, access control, and fire/smoke containment requirements.

4.3 Mechanical, Plumbing, and Medical Gas

- New and modified HVAC systems to support imaging and support spaces, including air handling, ductwork, terminals, and controls.
- New and modified plumbing systems (domestic water, sanitary, storm as required) within the project area.
- Installation and modification of medical gas and vacuum systems serving imaging and patient spaces, including alarms, valves, and outlets.
- TAB and functional performance testing to verify design performance.

4.4 Fire Protection and Life Safety

- Extension and modification of fire sprinkler systems in accordance with applicable codes and VA standards.
- Fire alarm and detection system modifications, including new devices, circuits, and programming as required.
- Firestopping, smoke control, rated assemblies, and egress routes in compliance with contract requirements.

4.5 Electrical and Low-Voltage

- Normal and emergency power distribution, panels, feeders, and branch circuits serving imaging equipment and associated systems.
- Lighting and lighting controls, including exam/task lighting and energy-code-compliant control strategies.
- Low-voltage systems modifications, including data/telecom, nurse call, security, access control, and other special systems as specified.
- Coordination with VA IT and telecom personnel for tie-ins and cutovers.

4.6 Radiation Shielding and Imaging Infrastructure

- Installation of radiation shielding assemblies (e.g., lead-lined partitions, doors, glazing) and other protective measures required for Radiology and Nuclear Medicine functions.
- Coordination and rough-in for imaging equipment power, grounding, cooling, and structural supports in accordance with manufacturer requirements and contract documents.
- Participation in shielding inspections and any required corrective work.

4.7 Testing, Commissioning, and Training

- Performance of all required inspections, tests, and commissioning activities for HVAC, plumbing, fire protection, electrical, low-voltage, and radiation protection systems.
- Correction of deficiencies identified during inspections and testing.
- Provision of training to VA operations/maintenance staff as specified, including O&M manual handover and demonstration of system operation.

4.8 Closeout

- Preparation and delivery of accurate as-built drawings, O&M manuals, spare parts lists, warranties, and other closeout documentation.

- Completion of punch list items and final cleaning of all affected areas.
- Demobilization and return of temporary areas to original or specified conditions.

5. Constraints and Special Requirements

5.1 Occupied Facility and Phasing

- The medical center will remain in full operation 24 hours per day, 7 days per week.
- Only the specific project areas identified on the drawings will be vacated; adjacent spaces will remain occupied by patients and staff.
- The contractor shall develop and adhere to a phasing plan that:
 - Minimizes disruption to clinical operations;
 - Maintains safe and clearly marked access and egress routes; and
 - Coordinates noisy, disruptive, or high-risk activities with VA in advance.

5.2 Infection Control and Safety

- The contractor shall comply with all VA infection control requirements, including implementation of an Infection Control Risk Assessment (ICRA) plan, dust control, negative pressure where required, and regular cleaning of construction areas.
- The contractor shall implement a robust safety program consistent with the contract specifications, including a designated Site Safety and Health Officer (SSHO) with qualifications as required, daily safety inspections, and required safety planning and reporting.

5.3 Work Hours and Utility Outages

- Normal work hours are **[insert standard hours, e.g., 7:00 a.m. to 5:00 p.m., Monday–Friday]** unless otherwise approved by VA.
- Off-hours, weekend, or night work may be required for certain activities (e.g., shutdowns, noisy work).
- All utility outages, tie-ins, and shutdowns shall be requested in writing and approved by VA in advance in accordance with contract requirements.

5.4 Environmental and Waste Management

- The contractor shall comply with all applicable environmental regulations and VA policies regarding hazardous materials, waste handling, recycling, and disposal.
- Any suspect hazardous materials encountered shall be immediately reported to the COR for direction and handled strictly in accordance with contract requirements.

6. Government-Furnished Information (GFI)

The Government will provide the following information:

- Contract drawings and specifications for the project;
- Existing record drawings and utility information to the extent available;
- VA facility policies and procedures governing safety, infection control, security, and access.

The Government does not anticipate furnishing Government-owned equipment or materials for installation under this contract unless specifically stated elsewhere in the solicitation.

7. Contractor Submittals

The contractor shall submit, at a minimum, the following for Government review/approval as required by the contract:

- Pre-construction submittals (schedule of values, preliminary schedule, submittal register, safety plan, ICRA plan, phasing plan).
- Product data, shop drawings, samples, and certifications for all major materials and systems.
- Construction schedule updates, progress reports, and meeting minutes.
- Testing and commissioning plans and reports.
- As-built drawings, O&M manuals, and warranty documentation at closeout.

Submittal requirements, formats, and review times will be as specified in the contract documents.

8. Coordination and Meetings

The contractor shall:

- Attend and participate in pre-construction conferences, progress meetings, commissioning meetings, and other coordination meetings as required.
- Coordinate work with VA clinical, facilities, safety, IT, and other stakeholders identified by the COR.
- Maintain effective communication with the COR, promptly notify the Government of conditions impacting safety, schedule, or patient care, and propose corrective actions where needed.

9. Quality Control

The contractor shall establish and maintain a Contractor Quality Control (CQC) system that ensures all work conforms to the contract requirements. At a minimum, the CQC program shall:

- Assign a qualified CQC Manager with authority to enforce quality requirements;
- Provide for preparatory, initial, and follow-up inspections;
- Integrate submittal management, deficiency tracking, and corrective action; and
- Interface with Government quality assurance (QA) activities.

10. Deliverables Summary

Key deliverables include, but are not limited to:

- Construction schedule (baseline and updates)
- Safety plan and ICRA plan
- Phasing and logistics plans
- Submittal register and required technical submittals
- Test, inspection, and commissioning reports
- As-built drawings and O&M manuals
- Warranty documentation and training records

1.5.16. SEED PROJECT 2 PRICE OFFER SCHEDULE

ITEM	DESCRIPTION SEE SPECIFICATIONS AND DRAWINGS FOR DETAILS	PRICE
1	ITEM I, GENERAL CONSTRUCTION: BASE BID: Relocate Radiology & Nuclear Medicine. Work includes general construction, alterations, roads, walks, grading, drainage, necessary removal of existing structures and construction as detailed in plans and specifications.	<hr/>

The Period of Performance for the base proposal is established as 540 Calendar days and includes submittal phase and the completion of all punch list items.

ATTACH YOUR ITEMIZED COST BREAKDOWN

Offerors are to include a construction price/cost breakdown which includes a cost breakdown to include a detailed line item cost breakdown (materials, labor, and equipment) by trade, including overhead, profit, bond costs, and breakdown of G&A expenses inclusive of all Project Staff and General Requirements OF THE PRIME CONTRACTOR, which exhibits the 15% of contract performance that will be incurred for SDVOSB personnel to comply with the limitation of subcontracting requirements in 13 CFR §125.6 in accordance with VAAR 852.219-75. Failure to do so may render the proposal non-responsive.

Offerors may use Attachment 7 or submit the cost breakdown in a similar format.

1.6 SEED 3 – PROJECT 619A4-25-102 SPECIFICS

- 1.6.1. **PROJECT TITLE/NUMBER:** Correct Egress Door Deficiencies – Tuskegee Campus, Project No. 619A4-25-102
- 1.6.2. **PROJECT DESCRIPTION:** furnish all labor, materials, equipment, and supervision to correct egress door deficiencies across the campus in accordance with NFPA 80 and VA life safety standards in accordance with the statement of work, specifications and drawings in addition to terms and conditions of the contract.
- 1.6.3. **SPECIAL REQUIREMENT FOR SEED PROJECT:** Refer to SOW, specifications, and drawings.
- 1.6.4. **LOCATION:** 2400 Hospital Road, Tuskegee, AL 36083
- 1.6.5. **MAGNITUDE OF PROJECT:** \$2,000,000 - \$5,000,000 (VAAR 836.203)
- 1.6.6. **PERFORMANCE PERIOD:** 730 Calendar Days, after receipt of Notice to Proceed
- 1.6.7. **SITE VISIT DATE AND TIME:** April 23, 2026, 9:30 AM CENTRAL TIME
- 1.6.8. **LOCATION:** Central Alabama Veterans Health Care System, 2400 Hospital Road, Bldg. 68 – Basement Floor, Tuskegee, AL 36083-5001
- 1.6.9. **POINT OF CONTACT(S):**

TITLE	NAME	EMAIL	PHONE
Contract Specialist	Elissa Goodman	elissa.goodman@va.gov	352.213.6151
Contracting Officer (CO)	Joyce Powers	joyce.powers1@va.gov	470.501.5673
Contracting Officer Representative (COR)	Bertram L Jones	bertram.jones@va.gov	334.727.0550 x53747
Alternate COR	James Bearrentine	james.bearrentine@va.gov	334.727.0550 x53402

*All communication shall be forwarded to the **Contract Specialist** unless otherwise directed by the Contracting Officer.*

- 1.6.10. **PERFORMANCE & PAYMENT BONDS:** In accordance with FAR 28.102-1 and Contract Clause 52.228-15, Contractors are reminded that any amount awarded over \$35,000 shall require Payment Bonds, and awards exceeding \$150,000 shall require both Payment and Performance Bonds. All bonds are due no later than 10 days after award.
- 1.6.11. **WAGE DETERMINATION APPLICABLE TO THIS PROJECT:**
General Decision Number: AL20260098 01/02/2026
- 1.6.12. **PROPOSAL DUE DATE:** All offers are due with proposal for MATOC basic contract. Failure to provide a price will make offer noncompliant, eliminated from the competition and offeror ineligible for a basic contract award. Offerors (General Contractor) shall price the entire seed project (all bid items).
- 1.6.13. **BASIS FOR AWARD:** As Stated in MATOC Solicitation.
- 1.6.14. **SPECIFICATIONS AND DRAWINGS:** Attachments 15 through 18

1.6.15. **STATEMENT OF WORK (SOW)**

CORRECT EGRESS DOOR DEFICIENCIES AT THE TUSKEGEE CAMPUS
Project No. 619A4-25-102

1. BACKGROUND:

National Fire Policy Act (NFPA) 80 Inspection/ Design Criteria

Fire door assemblies are a critical part of a building's passive fire protection system, as they help to compartmentalize the building and deter the spread of smoke, flames, and toxic gases. Over time, components of the assembly will require maintenance, adjustment, repair, or replacement. If deficiencies are not corrected, the opening protective may not function properly during a fire. Fire door inspections ensure that the fire door will function as designed and tested.

Beginning with the 2007 edition of NFPA 80 – Standard for Fire Doors and Other Opening Protectives, requirements for periodic fire door assembly inspections (FDAI) have been included in the standard. In each of the subsequent editions, the inspection requirements have been modified and expanded. When an adopted code references one of these editions of NFPA 80, the inspection criteria become enforceable by the Authority Having Jurisdiction (AHJ). The International Fire Code® 2009 edition was the first to adopt these requirements by reference to NFPA 80 2007.

2. STATEMENT OF WORK:

CAVHCS East Campus Tuskegee is seeking a general contractor to furnish all labor, materials, equipment, and supervision and perform all work necessary to complete the replacement of all quick egress exit doors and hardware fire exit stairs and building exit ways throughout the Tuskegee VA Medical Center Campus. The construction work also includes providing new fire doors and closers for all mechanical rooms on campus.

The project will address safety concerns regarding life safety and current standards regarding egress doors.

The construction shall be in accordance with the project drawing and specification.

3. Location of Work:

Central Alabama Veteran Health Care System, East Campus, 2400 Hospital Road,
Tuskegee, AL 36083

4. Period of Performance:

The required period of performance will be 730 calendar days from the date of notice to proceed.

5. Work Hours:

Work within the designated construction area will be completed Monday-Saturday 8a.m. to 4:30p.m. Contractor to include overtime and weekend work to accomplish all aspects of the project during the period of performance. Contractor must request for an approval from COR to work additional hours, weekends, or holidays.

Government holidays observed: New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

B. GENERAL REQUIREMENTS

1. The contractor shall provide COR with a list of contractor employees expected to enter facilities. While on VA premises, all contractor personnel shall comply with the rules, regulations, and procedures governing the conduct of personnel and the operation of the facility.
2. All contractor employees will be required to receive a VA issued badge prior to the start of work. Current badging process takes two separate trips to the VA. This is subject to change and contractor shall comply with rules, regulations, and procedures governing the conduct of personnel and the operation of the facility at no additional cost to the government. The contractor employee must safeguard the access badge and immediately report any lost, stolen, or destroyed badges to the COR. All contract personnel must properly display their access badges. Access badges must be worn at or above the waist (facing forward). The contractor's employees must return the access badge(s) to the COR or designee when the work is complete.
3. All work will be done according to VA specifications, Design Guides, Infection Control guidelines and all applicable codes. The work will be structured to require minimum interruption of space function during construction. All work shall meet the most current edition of NFPA/Life Safety Code and comply with all applicable building codes.
4. Contractor is required to have all submittals approved before work can begin. The Government reserves the right to authorize the final style and color of any component prior to installation.
5. Contractor shall field verify all measurements.
6. It is the responsibility of the contractor's personnel to park in the appropriate designated parking areas. Parking information shall be coordinated with each facility COR.
7. CAVHCS does not validate or make reimbursement for parking violations of the contractor's personnel under any circumstance.

C. GOVERNMENT RESPONSIBILITIES

The Government shall be responsible for making the building available to Contractor during work hours. If there is a need for work to be done after hours, the Government will make arrangements for Contractor to have access to the building.

D. CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

The contractor shall be required to comply with all security policies/requirements. All security policies/requirements must be met, and employees cleared prior to the contractor performing work under this contract. Employees that cannot meet the security and clearance requirements shall not be allowed to perform work under this contract.

E. INTERFERENCE TO NORMAL FUNCTION

Contractors may be required to interrupt their work at any time so as not to interfere with the normal functioning of the facility, including utility services, fire protection systems, and passage of facility patients, personnel, equipment and carts.

1. In the event of an emergency, contractor services may be stopped and rescheduled at no additional cost to the government.
2. Contractor shall inform the COR to gain access to secure areas. If access is required to secure areas, prearranged scheduling will be made with COR.

End of Scope of Services

1.6.16. SEED PROJECT 3 PRICE OFFER SCHEDULE

ITEM	DESCRIPTION SEE SPECIFICATIONS AND DRAWINGS FOR DETAILS	PRICE
1	ITEM I, GENERAL CONSTRUCTION: All labor, materials, equipment, and supervision to correct egress door deficiencies across the campus in accordance with SOW, specifications, drawings, NFPA 80, VA life safety standards and terms and conditions of the contract.	<hr/>

The Period of Performance for the base proposal is established as 730 Calendar days and includes submittal phase and the completion of all punch list items.

ATTACH YOUR ITEMIZED COST BREAKDOWN

Offerors are to include a construction price/cost breakdown which includes a cost breakdown to include a detailed line item cost breakdown (materials, labor, and equipment) by trade, including overhead, profit, bond costs, and breakdown of G&A expenses inclusive of all Project Staff and General Requirements OF THE PRIME CONTRACTOR, which exhibits the 15% of contract performance that will be incurred for SDVOSB personnel to comply with the limitation of subcontracting requirements in 13 CFR §125.6 in accordance with VAAR 852.219-75. Failure to do so may render the proposal non-responsive.

Offerors may use Attachment 7 or submit the cost breakdown in a similar format.

INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

2.1 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/far-overhaul/far-part-deviation-guide>
<https://www.va.gov/oal/library/vaar/>

(End of Provision)

2.2 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

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

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (DEVIATION)	NOV 2025
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (DEVIATION)	NOV 2025
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.228-17	INDIVIDUAL SURETY—PLEDGE OF ASSETS (BID GUARANTEE)	FEB 2021
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.233-71	ALTERNATE PROTEST PROCEDURE	OCT 2018

2.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION NOV 2025)

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

2.4 52.216-1 TYPE OF CONTRACT. (DEVIATION NOV 2025)

The Government contemplates award of Indefinite Delivery-Indefinite Quantity (IDIQ) type contracts to a pool of contractors. All task orders issued will result in firm fixed price awards. (End of provision)

2.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 2024)(DEVIATION NOV 2025)

(a) Definitions. As used in this provision-

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

HUBZone small business concern means a small business concern that meets the requirements described in [13 CFR 126.200](#), is certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) ([13 CFR 126.103](#)).

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300.

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 (b) of this provision.

(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.

Small disadvantaged business concern means a small business concern that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by one or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraph (1) of this definition.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(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 (i.e., nonmanufacturer), 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.

(c) Representations.

(1) The offeror represents as part of its offer that—

(i) it is, is not a small business concern; or

(ii) It is, is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small disadvantage business concern.

(3) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The offeror represents as part of its offer that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(4) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The offeror represents as part of its offer that it is, is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(5) SDVOSB joint venture eligible under the SDVOSB Program. [Complete only if the offeror is certified as a SDVOSB concern]. The offeror represents as part of its offer that it is, is not a SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.]

(6) HUBZone joint venture eligible under the HUBZone Program. [Complete only if the offeror is a HUBZone small business concern.] The offeror represents, as part of its offer, that it is, is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: __.] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern.

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically

disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, will be—

- (1) Punished by imposition of fine, imprisonment, or both;
- (2) Subject to administrative remedies, including suspension and debarment; and
- (3) Ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

2.6 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS-SECONDARY SITE OF THE WORK. (DEVIATION NOV 2025)

(a) (1) The offeror must 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 must 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 must 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)

2.7 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS (MAY 2014)

(AS APPLICABLE TO INDIVIDUAL TASK ORDERS)

(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 construction material not listed by the Government in this 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)

2.8 52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014) ALTERNATE II (NOV 2023)

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

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material other than Bahraini, Mexican, or Omani 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)

2.9 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 receipt of offers, may be cause for rejection of the offer.

(b) The offeror 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 offerors as soon as practicable after the opening of proposals; and

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

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000.00, whichever is less.

(d) If the successful offeror, upon acceptance of its offer 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 offeror, the Contracting Officer may terminate the contract for default.

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

(End of Provision)

2.10 52.233-2 SERVICE OF PROTEST. (SEP 2006) (DEVIATION NOV 2025)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.

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

(End of provision)

REPRESENTATIONS AND CERTIFICATIONS

3.1 52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2025)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$7 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it—

(1) Has filed all Federal tax returns required during the three years preceding the certification;

(2) Has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not , more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of Provision)

3.2 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-CERTIFICATION. (DEVIATION NOV 2025)

(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 such activity might have occurred, 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 non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless—

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

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

(i) Waived application under [22 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 the Government later determines 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)

3.3 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUN 2020) (DEVIATION SEP 2025)

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

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
- (5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax

matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

(1) It [] is [] is not a foreign person; and

(2) If the Offeror indicates “is” in paragraph (d)(1) of this provision, then the Offeror represents that— I am claiming on the IRS Form W-14 [] a full exemption, or [] partial or no exemption [*Offeror shall select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects “is” in paragraph (d)(1) and “partial or no exemption” in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of Provision)

3.4 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (DEVIATION NOV 2025)

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

Backhaul, covered article, covered telecommunications equipment or services, critical technology, FASCSA order, Intelligence community, interconnection arrangements, national security system, roaming, sensitive compartmented information, sensitive compartmented information system, source, and substantial or essential component have the meanings provided in the clause 52.240-91, Security Prohibitions and Exclusions.

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted under specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) *Procedures.*

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

(2) *FASCSA Orders.*

(i) The Offeror shall search in SAM for the phrase “FASCSA order” 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 (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

(ii) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM but are effective and apply to the solicitation and resultant contract (see FAR 40.204-1(c)(2)).

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

(c) *Covered telecommunications equipment or services representations.* By submission of its offer, the Offeror represents that, after conducting a reasonable inquiry (that looks at any information in the Offeror's possession but does not need to include an internal or third-party audit)—

(1) It 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, except as waived by the solicitation, or as disclosed in paragraph (g); and

(2) It does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services, except as waived by the solicitation, or as disclosed in paragraph (g).

(d) *FASCSA 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 (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

(e) *Sudan certification.* By submission of its offer, the offeror certifies, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), that the offeror does not conduct any restricted business operations in Sudan.

(f) *Iran Representation and Certifications.*

(1) Except as provided in paragraph (f)(2) of this provision or if a waiver has been granted in accordance with FAR 40.203-3, the offeror, after conducting a reasonable inquiry (that looks at any information in the offeror's possession but does not need to include an internal or third-party audit), by submission of its offer—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person (as defined at section 15 of the Iran Sanctions Act of 1996, Pub. L. 104-172, 50 U.S.C. 1701 note) owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially

Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>)

(2) Exception for trade agreements. The representation and certification requirements of paragraph (f)(1) of this provision do not apply if—

(i) This solicitation includes a trade agreements notice or certification (e.g., 52.225-6, Trade Agreements Certificate); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(iii) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(g) *Disclosure.*

(1) If the Offeror is not able to represent compliance with the prohibitions in paragraphs (c) or (d), then the Offeror shall disclose within 72 hours to the contracting office identified in paragraph (g)(2) the following information for each product or service not compliant:

(i) Contract number and order number, if applicable;

(ii) Identification of whether this disclosure relates to paragraph (c) on covered telecommunication equipment or services, or to paragraph (d) on FASCSA orders;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the offeror would like the Government to consider a waiver);

(vii) Whether alternative products or services are available that would be compliant with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

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

(2) If a disclosure is required to be submitted to a contracting office, the offeror shall submit the disclosure as follows:

(i) If a Department of Defense contracting office, the offeror shall submit the disclosure to the website at <https://dibnet.dod.mil>.

(ii) For all other contracting offices, the Offeror shall submit the disclosure to the Contracting Officer.

(3) If the disclosure provided does not contain any of the information required by paragraph (1), and the Offeror later discovers new information that is required by paragraph (1), then the Offeror shall submit a subsequent disclosure within 72 hours of discovering the new information.

(h) *Executive agency review of disclosures.* The Contracting Officer will review disclosures provided in paragraph (g) to determine if any applicable waiver may be sought. The Contracting Officer may choose not to pursue a waiver and may instead make an award to an Offeror that does not require a waiver.

(End of provision)

GENERAL CONDITIONS

4.1 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/far-overhaul/far-part-deviation-guide>
<https://www.va.gov/oal/library/vaar/>

(End of Clause)

4.2 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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

(b) The use in this solicitation or contract of any Veteran Affairs Administration Regulation (48 CFR Chapter 8) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(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
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	NOV 2021
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (DEVIATION)	NOV 2025
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (DEVIATION)	NOV 2025
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (DEVIATION)	NOV 2025

52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED (DEVIATION)	NOV 2025
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION)	NOV 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEVIATION)	NOV 2025
52.210-1	MARKET RESEARCH (DEVIATION)	JUN 2025
52.215-2	AUDIT AND RECORDS—NEGOTIATION (DEVIATION)	NOV 2025
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS—OVERTIME COMPENSATION (DEVIATION)	NOV 2025
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS (DEVIATION)	NOV 2025
52.222-7	WITHHOLDING OF FUNDS (DEVIATION)	NOV 2025
52.222-8	PAYROLLS AND BASIC RECORDS (DEVIATION)	NOV 2025
52.222-9	APPRENTICES AND TRAINEES (DEVIATION)	NOV 2025
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (DEVIATION)	NOV 2025
52.222-11	SUBCONTRACTS (LABOR STANDARDS) (DEVIATION)	NOV 2025
52.222-12	CONTRACT TERMINATION—DEBARMENT(DEVIATION)	FEB 2025
52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS	MAY 2014
52.222-14	DISPUTES CONCERNING LABOR STANDARDS (DEVIATION)	NOV 2025
52.222-15	CERTIFICATION OF ELIGIBILITY	MAY 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS (DEVIATION)	NOV 2025
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (DEVIATION)	NOV 2025
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (DEVIATION)	NOV 2025
52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (DEVIATION)	NOV 2025
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION)	NOV 2025
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2024
52.223-2	REPORTING OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEVIATION)	NOV 2025
52.223-11	OZONE-DEPLETING SUBSTANCES (DEVIATION)	NOV 2025

52.223-12	MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (DEVIATION)	NOV 2025
52.223-23	SUSTAINABLE PRODUCTS	NOV 2025
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 (DEVIATION)	SEP 2025
52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS (DEVIATION)	SEP 2025
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 (DEVIATION)	NOV 2025
52.233-3	PROTEST AFTER AWARD (DEVIATION)	NOV 2025
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (DEVIATION)	NOV 2025
52.236-2	DIFFERING SITE CONDITIONS (DEVIATION)	AUG 2025
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (DEVIATION)	AUG 2025
52.236-5	MATERIAL AND WORKMANSHIP (DEVIATION)	AUG 2025
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (DEVIATION)	AUG 2025
52.236-7	PERMITS AND RESPONSIBILITIES (DEVIATION)	AUG 2025
52.236-8	OTHER CONTRACTS (DEVIATION)	AUG 2025

52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (DEVIATION)	AUG 2025
52.236-10	OPERATIONS AND STORAGE AREAS (DEVIATION)	AUG 2025
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (DEVIATION)	AUG 2025
52.236-12	CLEANING UP (DEVIATION)	AUG 2025
52.236-13	ACCIDENT PREVENTION (DEVIATION) ALT I (NOV 1991)	AUG 2025
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (DEVIATION)	AUG 2025
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (DEVIATION)	AUG 2025
52.236-17	LAYOUT OF WORK (DEVIATION)	AUG 2025
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (DEVIATION)	AUG 2025
52.242-13	BANKRUPTCY	JUL 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-4	CHANGES	JUN 2007
52.244-6DEV	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	OCT 2025
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.248-3	VALUE ENGINEERING—CONSTRUCTION	OCT 2025
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	NOV 2025

4.3 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)

(a) *Definition.*

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
Workplace Posters	https://www.dol.gov/general/topics/posters
Job Safety and Health	https://www.osha.gov/publications/poster

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—

- (1) Is for the acquisition of a commercial product or commercial service; or
- (2) Is performed entirely outside the United States.

(End of Clause)

4.4 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

4.5 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from (As stated in section 1.1, Para 1.1.3) through (As stated in section 1.1, Para 1.1.3).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of Clause)

4.6 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$30,000,000.00;

(2) Any order for a combination of items in excess of \$30,000,000.00; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

4.7 52.216-22 INDEFINITE QUANTITY (NOV 2025) (DEVIATION) ALTERNATE I (NOV 2025)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the ordering period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order, which may include order options to be exercised after the ordering period of this contract but before the end of the period of performance of the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order, including options exercised, to the same extent as if the order were completed during the contract's ordering period; provided, that the Contractor shall not be required to make any deliveries under this contract after (As specified in individual TO if applicable).

(e) Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If either party makes such notification, no further orders may be issued against the contract, but orders already awarded will be completed unless a termination action is taken against the order. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

(End of Clause)

4.8 52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEP 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

Associate Executive Director for Procurement Policy, Systems and Oversight in accordance with VAAR 816.505(b)(8).

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of Clause)

4.9 52.219.28 SMALL BUSINESS PROGRAM REREPRESENTATIONS (FEB 2024) (DEVIATION NOV 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 (c) 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 a small business concern, a small disadvantaged business concern, or a joint venture that 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 (e) of this clause or, if applicable, paragraph (g) 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) 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>.
- (d) 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.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation(s) required by paragraph (b) 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, that the data have been validated or updated, and provide the date of the validation or update.
- (f) 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 (e) or (g) of this clause.
- (g) 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* _____ assigned to *contract number* _____.

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (g)(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) *Women-owned small business (WOSB) joint venture 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: __.*]

(4) *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: __.*]

(5) *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: __.*]

(6) *HUBZone joint venture eligible under the HUBZone Program.* [*Complete only if the offeror is a HUBZone small business concern.*] The offeror represents, as part of its offer, that It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture must be certified as a HUBZone concern. [*Contractor to sign and date and insert authorized signer's name and title. _____*]

(End of Clause)

4.10 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (NOV 2025) (DEVIATION)

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

(b) *Subcontracts.* The Contractor must include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1401-2(a)(1) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor must act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

4.11 52.223-3 Hazardous Material Identification and Safety Data. Alternate I (JUL 1995) (Deviation NOV 2025)

(a) *Hazardous material*, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Safety Data Sheet submitted under this contract.

Material (If insert <i>None</i>)	(If none, Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2) the Contractor shall prepare and submit a sufficient number of Safety Data Sheets (SDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the SDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit SDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the SDS's in or on each shipping container. If affixed to the outside of each container, the SDS must be placed in a weather resistant envelope.

(End of clause)

4.12 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the COR and CO (Per Task Order).

(End of Clause)

4.13 52.223-20 AEROSOLS (MAY 2024)

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

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

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

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

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

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

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

(End of Clause)

4.14 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)

4.15 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (OCT 2022) (DEVIATION NOV 2025)

(AS APPLICABLE TO INDIVIDUAL TASK ORDERS)

(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.

"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 construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

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

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

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

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. 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

(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 or Balance of Payments Program.

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars)*
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Item 1:

Foreign construction material.	_____	_____	_____
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Domestic construction material.	_____	_____	_____
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Item 2:

Foreign construction material.	_____	_____	_____
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Domestic construction material.	_____	_____	_____
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[* 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)

4.16 52.225-11 BUY AMERICAN-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS. ALTERNATE I (NOV 2023) (DEVIATION NOV 2025)

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

Caribbean Basin country construction material means a construction material that—

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

Bahraini, Mexican, or Omani construction material" means a construction material that-

- (1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

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

- (1) Means any item of supply (including construction material) that is—
 - (i) A commercial product (as defined in paragraph (1) of the definition of “commercial product” at Federal Acquisition Regulation (FAR) 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products.

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

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

Cost of components means—

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

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

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

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

Designated country means any of the following countries:

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

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

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

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

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

Domestic construction material means—

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

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, 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.

Free Trade Agreement country construction material means a construction material that-

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

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

Least developed country construction material means a construction material that-

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

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

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

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

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

WTO GPA country construction material means a construction material that-

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

(b) Construction materials.

(1) This clause implements [41 U.S.C. chapter 83](#), Buy American, by providing a preference for domestic construction material. In accordance with [41 U.S.C. 1907](#), the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction material, excluding COTS fasteners. In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, United States-Mexico-Canada Agreement, and the Oman FTA apply to this acquisition. Therefore, the Buy American statute restrictions are waived for designated country construction materials other than Bahraini, Mexican, or Omani construction materials.

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

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

PER TASK ORDER IF APPLICABLE

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

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

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

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

(2) [Reserved]

(3) [Reserved]

(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) [Reserved]

(3) [Reserved]

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

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

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

(1)

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison			
Construction material description	Unit of measure	Quantity	Price (dollars)*
Item 1:			
Foreign construction material.	_____	_____	_____
Domestic construction material.	_____	_____	_____
Item 2:			
Foreign construction material.	_____	_____	_____
Domestic construction material.	_____	_____	_____

[* *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)

4.17 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION)

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

American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at <https://www.sam.gov> (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

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

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

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

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

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

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

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

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

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

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

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

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

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

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

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

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

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

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

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

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

Interconnection arrangement means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Kaspersky Lab-covered article means any hardware, software, or service that—

(1) Is developed or provided by a Kaspersky Lab-covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab;

or

(4) Any entity of which Kaspersky Lab has a majority ownership.

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

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

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

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

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

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

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

Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).

Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).

(b) *Prohibitions on providing or using specific products or services in performance of contract.* Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:

(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));

(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));

(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) 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) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.

(1) Prohibition. The Contractor is prohibited from—

(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and

(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).

(2) *Procedures.* The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.

(3) *Exemptions, exceptions, and waivers.* The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.

(d) *Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.*

(1) *Certain telecommunications and video surveillance equipment, systems, or services.*

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services 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 (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—

(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(B) 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) *Office of Foreign Assets Control Restrictions.*

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.

(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>.

(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>.

(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at <https://www.trade.gov/consolidated-screening-list>, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.

(3) *Sudan prohibition.* The Contractor is prohibited from conducting any restricted business operations in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).

(4) *Iran prohibitions.*

(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).

(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).

(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).

(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over \$15,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).

(e) *Governmentwide exclusion and removal orders.*

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

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

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

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at <https://www.sam.gov> to locate applicable FASCSA orders.

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

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).

(f) *Reasonable inquiry.* The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(g) *Removal of prohibited products and services.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.

(h) *General report.*

(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:

(i) Contract number and order number, if applicable;

(ii) The specific prohibition the product or service is not complying with;

(iii) A description of the products or services that the Contractor identifies or has reason to suspect is prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;

(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);

(vii) Whether alternative products or services are available that would comply with the prohibition;

(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:

(A) Brand;

(B) Model number, OEM number, manufacturer part number, or wholesaler number; and

(C) Item description, as applicable.

(ix) Any readily available information about mitigation actions implemented or recommended.

(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:

(i) If a Department of Defense contracting office, the Contractor shall report to the website at <https://dibnet.dod.mil>.

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

(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.

(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.

(i) *New FASCSA orders report.*

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for

products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:

- (i) Contract number and order number, if applicable;
- (ii) Name of the covered article or source subject to a FASCSA order;
- (iii) The specific FASCSA order the product or service does not comply with;
- (iv) The elements of (h)(1)(iii) through (ix) of this clause.

(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of Clause)

4.18 52.240-93 BASIC SAFEGAURDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (DEVIATION) (NOV 2025)

(a) Definitions. As used in this clause—

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

Federal contract information—

(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but

(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).

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

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

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

(b) *Safeguarding requirements.*

(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal departments and agencies relating to covered contractor information

systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

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

(End of Clause)

4.19 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.306 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 offeror 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)

4.20 VAAR 852.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2022)

The Contracting Officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation letter shall be furnished to the Contractor.

(End of Clause)

4.21 VAAR 852.203-70 COMMERCIAL ADVERTISING (MAY 2018)

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

(End of Clause)

4.22 VAAR 852.204-70 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (MAR 2026) (DEVIATION)

(a) The Contractor shall comply with current Department of Veterans Affairs policy for personal identity verification of all employees performing under this contract when access to VA facilities and/or logical access to VA information and VA information systems is required.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor’s employees will require physical access and/or logical access to VA information and VA information systems.

(End of Clause)

4.23 VAAR 852.204-72 PERSONNEL VETTING AND CREDENTIALING (MAR 2026) (DEVIATION)

(a) Definitions. As used in this clause –

VA Information system is the same as information system and means, pursuant to 38 U.S.C. 5727, a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information whether automated or manual.

VA sensitive information means all VA data, on any storage media or in any form or format, which requires protection due to the risk of harm that could result from inadvertent or deliberate disclosure, alteration, or destruction of the information and includes sensitive personal information. The term includes information where improper use or disclosure could adversely affect the ability of VA to accomplish its mission, proprietary information, records about individuals requiring protection under various confidentiality provisions such as the Privacy Act and the HIPAA Privacy Rule, and information that can be withheld under the Freedom of Information Act. Examples of VA sensitive information include the following: individually-identifiable medical, benefits, and personnel information; financial, budgetary, research, quality assurance, confidential commercial, critical infrastructure, investigatory, and law enforcement information; information that is confidential and privileged in litigation such as information protected by the deliberative process privilege, attorney work-product privilege, and the attorney-client privilege; and other information which, if released, could result in violation of law or harm or unfairness to any individual or group, or could adversely affect the national interest or the conduct of Federal programs.

(b) *General.* Contractor personnel assigned to work for or on behalf of VA must undergo a background investigation commensurate with the risk and sensitivity level designation associated with the work to be performed at the level indicated in the contract. The Contractor and subcontractors shall comply with VA Directive/Handbook 0710, Personnel Security and Suitability Program, which can be accessed at: <https://vaww.va.gov/vapubs/index.cfm>

(c) *Risk and Sensitivity Levels.* The following table identifies the risk and sensitivity levels that apply to any personnel providing services under this contract.

*VA Administrations, organizations and staff offices will use the OPM [Position Designation Tool](#).

Positions/Tasks Designated as Non-Sensitive Positions - Tier 1/Low Risk
<i>All positions fulfilling a task are Tier 1/Low Risk</i>

Security clearances are granted to individuals with a specific requirement for access to classified material (for example, Confidential, Secret and Top Secret). Contractor personnel that are required to obtain a security clearance will be subject to a Tier 3 or Tier 5 investigation. The following sensitivity designations have been assigned for the identified Tier 3 and Tier 5 required by this contract:

Tier 3: *Not applicable*

Tier 5: Not applicable.

(d) *Fitness*. The results from a background investigation are used to determine if an individual's fitness is sufficient for that individual to perform work for or on behalf of VA in the position identified in this contract. Contractor fitness determinations are made in accordance with 5 CFR Part 731.202.

Fitness requirements for employment are separate and distinct from job qualifications. If a Contractor or subcontractor employee is found to be unsuitable or unfit to provide services under this contract, the Contractor shall immediately remove the employee from working on this contract and take those necessary steps that restrict the employee's logical access to VA data, information, VA sensitive information, or information technology or VA information systems containing such data or information.

The Contractor shall advise the employee that they are not permitted to access any VA controlled building or real property in relation to this contract.

The removal of an unfit Contractor or subcontractor employee does not alleviate the Contractor from satisfying the requirements of this contract. The Government will not reimburse the Contractor for any costs associated with the recruitment/replacement of an employee or subcontractor employee who is found to be unfit.

(e) *Identification Cards*. The Government will provide a Personal Identification Verification (PIV) card or other identification card, as necessary, to fit Contractor personnel who require physical access to VA facilities and/or logical access to VA data, information, VA sensitive information, or information technology or VA information systems containing such data or information. Contractor and subcontractor personnel shall prominently display their PIV/identification card on their persons while working at a VA facility and shall present their PIV/identification card for inspection upon request by a VA official. The Contractor must surrender the employee or subcontractor employee's PIV/identification card in accordance with the requirements set forth in Directive/Handbook 0735 when any of the following events occur:

1. When no longer needed for contract performance.
2. Upon completion of the Contractor/subcontractor employee's employment.
3. Upon contract completion or termination.

(f) *Lost/stolen*. Immediately upon detection, the Contractor shall report a lost or stolen PIV/identification card to the Government authorities as identified in Directive/Handbook 0735. Within 48 hours of reporting the lost/stolen PIV/identification card, the Contractor shall submit to the Program Manager an incident report that describes the relevant facts and circumstances regarding the loss/theft. If the loss/theft was reported by the Contractor to the local police, the Contractor shall further submit a copy of the final police report to the Program Manager within 48 hours of the report being made available by the local police department. The Government will not reimburse the Contractor for any costs that result from lost/stolen PIV/identification card(s).

(g) *Regular Reporting.* The Contractor shall submit a status report to PIV Sponsor within 5 working days after the end of each calendar quarter and as requested by the Government in order to initiate contract closeout procedures. The report must provide the status of each contractor/subcontractor employee who is required to have a PIV/identification card during the performance of the contract. The report shall identify the Contractor and the contract number, and list the following status for each contractor/subcontractor employee who holds a PIV/identification card under this contract:

1. Contractor/subcontractor employee name..
2. Name of VA facility where Contractor/subcontractor employee works, if applicable.
3. Date background check submitted for Contractor/subcontractor employee.
4. Date PIV/identification card issued to Contractor/subcontractor employee.
5. Contractor/subcontractor employee's PIV/identification card number, as applicable.
6. Date Contractor/subcontractor employee no longer has need for PIV/identification card.
7. Date Contractor notified VA that PIV/identification card is no longer required.
8. Date Contractor returned PIV/identification card was returned to VA.

(h) *Flow down of clause.* The Contractor shall include the substance of this clause in subcontracts, third-party agreements, and BAA's, in which subcontractors,

third-party servicers/employees, and business associates will perform functions where they will have physical access to a VA facility or logical access to VA data, information, VA sensitive information, or information technology or VA information system containing such data or information.

(End of Clause)

4.24 VAAR 852.211-72 TECHNICAL INDUSTRY STANDARDS (NOV 2018)

- (a) The Contractor shall conform to the applicable standards established by the authorities annotated in the Statement of Work (SOW), Specifications, or Drawings, which may include the following: American Society of Safety Engineers (ASSE), American Society for Testing and Materials (ASTM), The Facilities Guidelines Institute (FGI), National Fire Protection Association (NFPA), The Joint Commission (TJC), U.S. Nuclear Regulatory Commission, U.S. Occupational Safety and Health Administration (OSHA), et. al.
- (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 the COR.
- (d) The offeror shall contact the Contracting Officer if response is not received within two weeks of the request.

(End of Clause)

4.25 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)

4.26 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)

4.27 VAAR 852.222-71 COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)

(a) The contractor shall comply with Executive Order 13899, Combating Anti-Semitism, pursuant to Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. 2000d et seq.

(b) The contractor shall timely disclose, in writing, to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation under Executive Order 13899, Combatting Anti-Semitism pursuant to the Civil Rights Act of 1964 (Title VI), 42 U.S.C. 2000d et seq.

(c) The contractor shall include the terms and conditions of this clause in every subcontract or purchase order so that these terms will be binding on every subcontractor or vendor.

(End of Clause)

4.28 VAAR 852.223-71 SAFETY AND HEALTH (SEP 2019)

(a) To help ensure the protection of the life and health of all persons, and to help prevent damage to property, the Contractor shall comply with all Federal, State, and local laws and regulations applicable to the work being performed under this contract. These laws are implemented or enforced by the Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA) and other regulatory/enforcement agencies at the Federal, State, and local levels.

(1) Additionally, the Contractor shall comply with the following regulations when developing and implementing health and safety operating procedures and practices for both personnel and facilities involving the use or handling of hazardous materials and the conduct of research, development, or test projects:

(i) 29 CFR 1910.1030, Bloodborne pathogens; 29 CFR 1910.1450, Occupational exposure to hazardous chemicals in laboratories. These regulations are available at <https://www.osha.gov/>.

(ii) Nuclear Regulatory Commission Standards and Regulations, pursuant to the Energy Reorganization Act of 1974 (42 U.S.C. 5801 et seq.) Copies are available from the U.S. Nuclear Regulatory Commission, Washington, DC 20555-0001.

(2) The following Government guidelines are recommended for developing and implementing health and safety operating procedures and practices for both personnel and facilities:

(i) Biosafety in Microbiological and Biomedical Laboratories, Centers for Disease Control and Prevention (CDC), available at <http://www.cdc.gov/biosafety/publications/index.htm>.

(ii) Prudent Practices in the Laboratory, National Research Council, National Academy Press, Washington, DC 20001, available at <http://www.nap.edu>.

(b)(1) The Contractor shall maintain an accurate record of, and promptly report to the Contracting Officer, all accidents or incidents resulting in the exposure of persons to toxic substances, hazardous materials; the injury or death of any person; or damage to property incidental to work performed under the contract resulting from toxic or hazardous materials and resulting in any or all violations for which the Contractor has been cited by any Federal, State or local regulatory/enforcement agency.

(2) The report shall include a copy of the notice of violation and the findings of any inquiry or inspection, and an analysis addressing the impact these violations may have on the work remaining to be performed. The report shall also state the required action(s), if any, to be taken to correct any violation(s) noted by the Federal, State, or local regulatory/enforcement agency and the time frame allowed by the agency to accomplish the necessary corrective action.

(c) If the Contractor fails or refuses to comply with the Federal, State or local regulatory/enforcement agency's directive(s) regarding any violation(s) and prescribed corrective action(s), the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action (as approved by the Federal, State, or local regulatory/enforcement agencies) has been taken and documented to the Contracting Officer. No part of the time lost due to any such stop work order shall form the basis for a request for extension or costs or damages by the Contractor.

(d) The Contractor shall insert this clause in each subcontract involving toxic substances or hazardous materials. The Contractor is responsible for the compliance of its subcontractors with the provisions of this clause.

(End of Clause)

4.29 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)

4.30 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)

4.31 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)

4.32 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 as attached for each task order.

(End of Clause)

4.33 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)

4.34 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.

Government holidays observed: New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

(b) Each report shall include and specifically identify at least one safety topic germane to the jobsite that day.

(End of Clause)

4.35 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)

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

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

As specified in task orders

Department of Veterans Affairs
Regional Procurement Office East
Network Contracting Office 7

(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:

As specified in task orders

(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)

4.37 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)

4.38 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 15 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)

4.39 List of Attachments

ATTACHMENT 1 - CONTRACTOR EXPERIENCE FORM

ATTACHMENT 2 - CONTRACTOR SURETY LIMITATION

ATTACHMENT 3 - PAST PERFORMANCE QUESTIONNAIRE

ATTACHMENT 4 - SUBCONTRACTOR CONSENT FOR PAST PERFORMANCE

ATTACHMENT 5 - EXPERIENCE MODIFICATION RATE FORM

ATTACHMENT 6 - INVOICING

ATTACHMENT 7 - ITEMIZED COST BREAKDOWN

ATTACHMENT 8 - SEED 1_PROJECT 534-23-910_SPECIFICATIONS

ATTACHMENT 9 - SEED 1_PROJECT 534-23-910_FINAL CONSTRUCTION DOCUMENTS VOL I

ATTACHMENT 10 - SEED 1_PROJECT 534-23-910_FINAL CONSTRUCTION DOCUMENTS VOL II

ATTACHMENT 11 - SEED 1_WAGE DETERMINATION SC20260023 01 02 26

ATTACHMENT 12 - SEED 2_PROJECT 557-20-101_SPECIFICATIONS

ATTACHMENT 13 - SEED 2_PROJECT 557-20-101_DRAWINGS

ATTACHMENT 14 - SEED 2_WAGE DETERMINATION GA20260095 01 23 26

ATTACHMENT 15 - SEED 3_PROJECT 619A4-25-102_SPECS 100 FINAL

ATTACHMENT 16 - SEED 3_PROJECT 619A4-25-102_100 FINAL DWGs

ATTACHMENT 17 - SEED 3_PROJECT 619A4-25-102_PIC BOOK 100 FINAL

ATTACHMENT 18 - SEED 3_WAGE DETERMINATION AL20260098 01 02 26

ATTACHMENT 19 - VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING JAN 2023 DEVIATION