1. SOLICITATION NUMBER

2. TYPE OF SOLICITATION

3. DATE ISSUED

PAGE OF PAGES

4. CONTRACT NUMBER

5. REQUISITION/PURCHASE REQUEST NUMBER

6. PROJECT NUMBER

7. ISSUED BY

CODE

8. ADDRESS OFFER TO

a. NAME

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

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

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

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

12b. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

STANDARD FORM 1442 (REV. 8/2014)

STANDARD FORM 1442

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

SOLICITATION, OFFER,

AND AWARD

(Construction, Alteration, or Repair)

SOLICITATION

SOLICITATION

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

9. FOR INFORMATION

 CALL:

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

SEALED BID (IFB)

NEGOTIATED (RFP)

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

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

calendar days after receiving

award,

notice to proceed. This performance period is

mandatory

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

YES

NO

a.

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

(hour) local time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed

envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due.

b.

An offer guarantee

is,

is not required.

c.

All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

 .

d.

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

considered and will be rejected.

1

72

36C26321R0155

X

08-27-2021

636-22-1-5970-0007

636-19-301

Department of Veterans Affairs

Network Contracting Office 23 (NCO23)

Contracting Officer

3600 30th Street

Des Moines IA 50310

Department of Veterans Affairs

Network Contracting Office 23 (NCO23)

3600 30th Street

Des Moines IA 50310

Angie Mabley

515-699-5886

Project Number: 636-19-301 Correct Mechanical Deficiencies

POC: Angie Mabley; angelique.mabley@va.gov; 515-699-5886

Contractor shall provide all tools, materials, equipment, labor, and supervision necessary in accordance with

the construction documents for completion of the project. The purpose of this project is to install three (3) boilers

inside Building 2 that services the Omaha VA Medical Center. During the duration of construction, steam production

must remain available with a n+1 redundancy. The project will include demolition of existing boilers.

It is intended that an award will be made on the base bid item; however, should offers exceeed the funds available,

an award will be made on alternate line items. Offerors must provide a price for each line item.

This solicitation is issued in accordance with Public Law 109-461, the Veterans Benefits, Healthcare Information

and Technology Act of 2006, Sections 502 and 503, as a set-aside for Service Disabled Veteran Owned Small Business

(SDVOSB) concerns. Pursuant to 38 USC 8127(d), Veterans First Contracting Program, competition is restricted to

SDVOSB construction firms, as there is an expectation that offers will be received by two (2) or more SDVOSB

contractors under this solicitation. In accordance with VAAR 819.7003(b), at the time of submission of offers

and prior to award of a contract, the offeror must represent to the Contracting Officer that it is a (1) SDVOSB

eligible under VAAR 819.70; (2) small business concern under the NAICS code assigned to this acquisition; and

(3) listed as a verified SDVOSB in VIP database at www.vip.vetbiz.gov.

The applicable NAICS Code for this acquisition is 238220 with a $16.5 Million small business size standard. The

magnitude of construction cost range is between $5,000,000.00 and $10,000,000.00.

There is only one organized site visit planned as identified in FAR 52.236-27(ALT I). See referenced clause for

specific details. Interested parties are strongly encouraged to attend the site visit.

See Contracting Officer's Special Instructions to Offerors for more information regarding solicitation inquiries,

request for information, clarifications, or questions.

All proposal submissions shall be submitted in electronic format via email to angelique.mabley@va.gov. See

RFP Proposal Preparation Instructions for further information.

ten (10)

425

X

X

52.211-10

X

ten (10)

zero (0)

2:00 PM

CST

09-29-2021

X

90

14. NAME AND ADDRESS OF OFFEROR

15. TELEPHONE NUMBER

16. REMITTANCE ADDRESS

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is

accepted by the Government in writing within \_\_\_\_\_\_\_\_\_\_ calendar days after the date offers are due.

AMOUNTS

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

19. ACKNOWLEDGMENT OF AMENDMENTS

AMENDMENT

NUMBER

DATE.

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

20b. SIGNATURE

20c. OFFER DATE

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

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

 )

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

 )

26. ADMINISTERED BY

27. PAYMENT WILL BE MADE BY

PHONE:

FAX:

28. NEGOTIATED AGREEMENT

29. AWARD

Your

Contractor agrees

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

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

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

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

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

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

ractual document is necessary.

shall be governed by (a) this contract award, (b) the solicitation, and (c)

the clauses, representations, certifications, and specifications incorporated

by reference in or attached to this contract.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED

31a. NAME OF CONTRACTING OFFICER

TO SIGN

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

31c. AWARD DATE

BY

**OFFER**

**AWARD**

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

(Include ZIP Code)

(Include area code)

(Include only if different than Item 14.)

(Insert any number equal to or greater than

the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

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

(Type or print)

(4 copies unless otherwise specified)

(Type or print)

(Type or print)

(Contractor is required to sign this

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

(Contractor is not required to sign this document.)

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

**(To be completed by Government)**

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

90

See Price Schedule Sheet on pages 6 and 7.

\*\*Offerors must provide a price for each Line Item Number\*\*

\*\*Offerors must provide a Price Breakdown Sheet for each

Line Item Number (see page 8)\*\*

636-36X0162-5970-854200-3220 23NR9WC05

Department of Veterans Affairs

Network Contracting Office 23 (NCO23)

3600 30th Street

Des Moines IA 50310

Department of Veterans Affairs

FMS-VA-2(101)

Financial Services Center

PO Box 149971

Austin TX 78714-9971

X

one

Angie Mabley

VA-VHA-2020-277A3B9E

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##  PRICE SCHEDULE OF LINE ITEMS

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ITEM NUMBER | DESCRIPTION OF SERVICES  |  QUANTITY | UNIT |  | AMOUNT |
| 0001 |  | 1.00 | JB |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | BASE BID, GENERAL CONSTRUCTION: Boiler Replacement and temporary boiler siting and connection to existing steam system. Work includes general construction, alterations, roads, grading, drainage, including the creation of roof penetrations related to boiler replacement work and installation of economizer equipment, removal, and replacement of curtain wall to create access related to demolition materials and new boiler installation. Work may include necessary removal of existing structures including temporary shoring of existing members as deemed necessary to create temporary access for large steam generating equipment removal and subsequent new steam generating replacement equipment for installation in the existing building, and construction and certain other items as needed for the project. Period of Performance is 425 calendar days.  |  |
| 0002 |  | 1.00 | JB |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | DEDUCT ALTERNATE LINE ITEM NO. 1: BASE BID except shall **ELIMINATE** roof top parapet mounted galvanized steel guardrail system. Period of Performance is 420 calendar days.  |  |
| 0003 |  | 1.00 | JB |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | DEDUCT ALTERNATE LINE ITEM NO. 2: Shall include BASE BID except shall **ELIMINATE** roof top parapet mounted galvanized steel guardrail system and stack economizer sections and associated support structure and feedwater piping on each of the 3 boilers shown. Period of Performance is 400 calendar days.  |  |
| 0004 |  | 1.00 | JB |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | DEDUCT ALTERNATE LINE ITEM NO. 3: Shall include BASE BID except shall **ELIMINATE** roof top parapet mounted galvanized steel guardrail system, stack economizer sections and associated support structure and feedwater piping on each of the 3 boilers shown, and new light fixtures, keeping existing light fixtures and relocate positions for proper lighting levels. See lighting plan for specific light fixtures to delete. Period of Performance is 390 calendar days.  |  |
| 0005 |  | 1.00 | JB |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | DEDUCT ALTERNATE LINE ITEM NO. 4: Shall include BASE BID except **ELIMINATE** roof top parapet mounted galvanized steel guardrail system, stack economizer sections and associated support structure and feedwater piping on each of the 3 boilers shown, and new light fixtures, keeping existing light fixtures and relocate positions for proper lighting levels, and the following work to include disconnecting an existing 5-inch NPS Sch 40 pipe in Bldg. 1 Tunnel entrance and connecting the tunnel side to the existing 4-inch NPS pumped condensate return line at the tunnel entrance. Similarly, on the Bldg. 2 end connecting the existing 5-inch abandoned glycol line repurposed for use as a pumped condensate return service to existing storage condensate storage tank. New expansion pipe loops nominally 3-6” by 6’-0” cut into a removed section of pipe of the abandoned existing 5- inch glycol line at two expansion loop locations (Loop #1 and #2). Entire length of the existing repurposed glycol line is to have new pipe insulation with aluminum jacket. Period of Performance is 375 calendar days.  |  |

## PRICE SCHEDULE BREAKDOWN

**Price Schedule Breakdown**

|  |
| --- |
| Price Schedule Breakdown |
| Contractor: |  |
| RFP Number: |  |
| Division # | Division | Price |
| 0 | General Conditions |   |
| 1 | General Requirements |   |
| 2 | Existing Conditions/Site Work |   |
| 3 | Concrete |   |
| 4 | Masonry |   |
| 5 | Metals |   |
| 6 | Wood, Plastics & Composites |   |
| 7 | Thermal and Moisture Protection/Roofing |   |
| 8 | Openings |   |
| 9 | Finishes |   |
| 10 | Specialties |   |
| 11 | Equipment |   |
| 12 | Furnishings |   |
| 13 | Special Construction |   |
| 14 | Conveying Equipment |   |
| 21 | Fire Suppression |   |
| 22 | Plumbing |   |
| 23 | Heating, Ventilating, & Air Conditioning |   |
| 26 | Electrical |   |
| 27 | Communications |   |
| 28 | Electronic Safety & Security |   |
| 31 | Earthwork |   |
| 32 | Exterior Improvements |   |
|   | Misc |   |
| Divisions Subtotal |   |
| Overhead |   |
| Profit |  |
| Total |   |

**\*Complete and submit a Price Schedule Breakdown Sheet for each LIN on the Price Schedule Sheet for a total of five (5) Price Schedule Breakdowns Sheets.\***

## CONTRACTING OFFICER’S SPECIAL INSTRUCTIONS TO OFFERORS

1. **INQUIRIES**

Inquiries and all correspondence concerning this solicitation document should be submitted in writing to the Contract Specialist. YOU ARE INSTRUCTED SPECIFICALLY TO CONTACT **ONLY** THE CONTRACTING OFFICER ISSUING THE SOLICITATION ABOUT ANY ASPECT OF THIS REQUIREMENT PRIOR TO CONTRACT AWARD.

**Written requests for information, clarifications or questions to solicitation documents shall be submitted to the Contract Specialist at** angelique.mabley@va.gov **no later than September 16, 2021 at 2:00 PM (CST).** No late questions will be accepted or answered after this deadline. Telephone inquiries will not be accepted.

All questions will be answered and/or responded to via an amendment after the closing date.

1. **COPIES OF SOLICITATION DOCUMENTS AND AMENDMENTS**

Copies of the solicitation and amendments are available by INTERNET ACCESS ONLY. All Request for Proposal (RFP) documents and any amendments to the RFP are made available through the https://SAM.Gov website at <https://sam.gov> under the solicitation number.

1. **CONTRACTOR'S SIGNATURE:**

In accordance with Federal Acquisition Regulations Part 4, contractual documents (e.g. bids, proposals, awards, modifications, etc.) shall be completed and signed by the Contractor as follows:

1. Individuals. Signed by the individual.

(b) Individual doing business as a firm. Signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert name of firm)".

(c) Partnership. Signed in the partnership name. Prior to award, provide list of all partners and designate which partners have authority to bind the partnership.

(d) Corporations. Signed in the corporate name followed by the word "by" and the signature, and title of the person authorized to sign. Prior to award, provide list of individuals who have authority to bind the corporation.

(e) Joint Ventures. Signed by each participant in the joint venture in the manner prescribed in (a) through (d) above.

(f) Agents. When an agent is to sign the contract, other than as stated in paragraph (a) through (e) above, the agent's authorization to bind the principal must be established by evidence satisfactory to the contracting officer.

## RFP PROPOSAL PREPARATION INSTRUCTIONS

1. **GENERAL INSTRUCTIONS**

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 section prior to commencing proposal preparation and take the necessary measures to ensure that the information submitted is factual, accurate, and complete.

In order for a proposal to be considered, Offerors must strictly comply with all instructions outlined in this solicitation. Failure to furnish proposals that comply with the instructions, at the predetermined due date for submission, may result in elimination from consideration for award. Furthermore, all solicitation amendments (if any) must be acknowledged in accordance with FAR Clause 52.215-1--Instructions to Offerors.

The Offeror shall be held responsible for the validity of all information supplied in his/her proposal, including information provided by potential subcontractors. Should subsequent investigation disclose that the fact and conditions were not as stated, the proposal may be rejected and receive no further consideration.

1. **PROPOSAL EXPENSES AND PRE-CONTRACT COSTS**

This Request for Proposal (RFP) does not commit the Government to pay, as a direct charge, any costs incurred in the preparation and submission of a proposal.

1. **ACCURACY IN PROPOSALS**

Proposals must set forth full, accurate, and complete information as required by this RFP, (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

1. **PROPOSAL SUBMISSION INSTRUCTIONS**

Proposals must be submitted electronically via email and received no later than the time specified on the Standard Form (SF) 1442, Page 1, Item 13A. Official time will be established using the Naval Observatory Time Clock. See FAR 52.215-1 for rules concerning late proposals.

Electronic Correspondence that contains Proposal and Solicitation information shall be labeled in the Subject Line:

**“Proposal for Solicitation Number: 36C26321R0102, FOR OFFICIAL USE ONLY”**

The Offeror shall submit Volumes I and II in electronic format via email to angelique.mabley@va.gov. No hard copies of proposal information, except bid bonds, will be accepted. No fax submissions will be accepted. Include page numbers and company name in the header and/or footer of each page.

Volumes I and II will be evaluated independently. The offeror shall not include price information in Volume I. Offeror shall submit Volumes I and Volume II in two (2) separate .pdf documents. Both Volumes I and II must include the Offeror's company name, DUNS, business address and VA Solicitation Number.

1. **PROPOSAL FORMAT**

A page is defined as each face of an 8.5 X 11-inch sheet of paper containing information. All information (except for document numbers, page numbers, etc.) shall be provided in an image area of 7 X 9 inches. Excess pages will not be evaluated. Smaller font size for graphics presented in a proposal is permitted if the information is legible to the human eye. Fonts other than Arial are permissible in the presentation of graphic material only.

All commitments made in the proposal may become a part of the resultant contract. The data submitted with each proposal should be complete and concise. Excessive reliance on promotional brochures is discouraged.

Each volume and section should stand alone and not be crossed referenced with other volumes and/or sections.

Each volume will contain a “Table of Contents” for that volume. The “Table of Contents” will identify major areas, paragraphs and subparagraphs by number and title as well as by page number and volume locations. Tab indexing may be used to identify Sections as appropriate. Table of Contents and Tab indexes do not count toward page limitation.

Offerors may, at the discretion of the Government, be asked to provide information for clarification purposes regarding their proposals. Requests for such clarification information do not constitute discussions.

1. **PROPOSAL CONTENT**

|  |  |  |  |
| --- | --- | --- | --- |
| Volume Number | Contents | Maximum Pages | Form/Copies |
| I | Technical Proposal - Contains information for Factor 1 - Relevant Experience of the Prime Contractor and Factor 2 – Project Schedule | 30 | PDF document submitted via email. Each document must be less than 8 MB and able to be viewed by receiving official. |
| II | General Offer - Includes SF 1442 (Page 1 and 2 signed), all amendment acknowledgements, completed Price Schedule and Price Break Down Schedule, copy of bid bond, and all Safety and Environment Information. | N/A | PDF document submitted via email. Each Document must be less than 8 MB and able to be viewed by receiving official. |

Volume I – Technical Proposal shall not exceed a total of 30 (thirty) pages in Microsoft Arial size 12 font and must include the below:

1. Title page
2. Table of contents, required, and Tab indexing, if appropriate; Shall not be counted in the page limit
3. Offeror's company name, DUNS, business point of contact information including name, phone, and address and VA Solicitation Number
4. .Pdf file type that is less than 8 MB
5. Information for Factor 1 - Relevant Experience of the Prime Contractor and Factor 2 – Project Schedule. \*\*Schedule may be shown on a larger sheet if using a bar chart schedule.
6. Name and phone number of customers for projects given for relevant experience for this factor, short description of the project, award amount, and state what work fulfilled the relevant experience areas
7. Technical Proposals shall not include price or pricing information

Volume II – General Offer shall be submitted in Arial size 12 font with no page limit. Use graphic presentations where such use will contribute to the compactness and clarity of the proposal.

1. Title page
2. Table of contents, required, and Tab indexing, if appropriate
3. Offeror's company name, DUNS, business point of contact information including name, phone, and address and VA Solicitation Number
4. .Pdf file type that is less than 8 MB
5. Complete Standard Form 1442, blocks 14, 15, 16, 17, 19 (if applicable) 20A, 20B and 20C, and fill in the blanks in the Schedule. Incomplete proposals will be considered non-responsive.
6. Completed Price Schedule, including all deductive alternatives, and the duration of performance
7. Separate Price Break Down Schedules by division for all LINs
8. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish all items upon which prices are offered at the price set opposite each item
9. Acknowledgement of all amendments by completing section 19 of the SF 1442 and returning a signed copy of the amendment(s) or an acceptable method of amendment acknowledgement
10. Any Joint Venture documentation, if applicable
11. Copy of Bid Bond and Surety contact information; The offeror shall submit a bid guarantee in IAW FAR 52.228-1, Standard Form 24 – Bid Bond, that is 20% of the proposal amount not to exceed 3 million dollars.
12. Completed Contractor Safety and Environmental Record Evaluation Form. See attached document: Safety or Environmental Violations and Experience Modification Rating Information (2 pages) for further direction. (Considered in responsibility determination)
13. Experience Modification Rate (EMR) letter on Offeror’s insurance carrier letterhead. See attached document: Safety or Environmental Violations and Experience Modification Rating Information (2 pages) for further direction. (Considered in responsibility determination)
14. Any supplemental information on Safety and Environmental issues, if applicable (Considered in responsibility determination)

1. **PROPOSAL EVALUATION CRITERIA**

This procurement will use a Request for Proposal (RFP) with the Lowest Price Technically Acceptable (LPTA) evaluation procedures using FAR Part 15.101 and 15.101-2.

In no case shall statements such as “we comply with the requirements of the contract” or its equivalent be acceptable to meet the requirements of this request for proposal. A proposal that merely reiterates or promises to accomplish the requirements of the RFP will be considered unacceptable.

For a proposal to be considered for award, there must be an “acceptable” rating in every non-price factor. The term “technical,” as used herein, refers to non-price factors. The non-price technical evaluation factors for this acquisition include the following:

**Technical Evaluation Factors:**

**Factor 1 - Relevant Experience of the Prime Contractor.** This factor considers the extent of the Offeror’s recent and relevant experience on projects of similar scope, magnitude, and complexity.

**To be considered Technically Acceptable for this factor, the Offeror must submit a minimum of three (3) recent and no more than five (5) relevant projects similar in nature to the solicitation project in scope and magnitude as defined below. Only recent and relevant projects will be evaluated.**

Recent – Prime Contractor on projects that are in progress (at least 90% complete) or completed within 5 years of the proposal due date.

Relevant – Prime Contractor on projects similar in nature to the solicitation project in scope and magnitude. For this requirement, similar project scope is defined as projects that involve boiler replacement/heavy mechanical work on a hospital or medical facility. Similar in magnitude is defined as construction projects totaling $5,000,000.00 or greater.

Only projects for which the Offeror was the Prime Contractor should be submitted. The Offeror must clearly identify for which, if any, of the relevant experience areas each project example pertains.

For each of the projects submitted for Relevant Experience of the Prime, the Offeror must submit contact information for the customer including name and phone number, provide a short description of the project, award amount, and state what work fulfilled the relevant experience requirement. The customer contact information will only be used to confirm the accuracy of submission.

If the Offeror is a Joint Venture (JV), relevant experience should be submitted for projects completed by the Joint Venture entity. If the Joint Venture does not have the required shared experience, projects may be submitted for projects completed by one or both of the Joint Venture partners.

**Factor 2 - Project Schedule.** This factor considers the proposed schedule with starting and completion times of major elements of work beginning with the Notice to Proceed on the base contract items and indicating calendar days to completion of all work required by the specifications and drawings.

**To be considered Technically Acceptable for this factor, the Offeror must submit a project schedule utilizing the critical path method that meets the Base Bid’s 425 calendar-day period of performance, including the five major work elements as defined below, and schedule is to be cognizant of winter conditions and unchanged hospital demand for heat. Offeror to assume a Notice to Proceed date of December 1, 2021 for submission purposes.**

The five major work elements to be considered in the Project Schedule:

* Submittals
* Site precreation (temporary boiler setup and commissioning)
* Identification of any known long lead time materials
* Work by Division (e.g. plumbing, HVAC, Electrical)
* New boiler commissioning

Each offeror’s proposal with be evaluated using the evaluation factors as listed in this solicitation to determine whether the proposal is technically acceptable or unacceptable.

1. **PRICE EVALUATION:**

The offeror shall submit the completed Price Schedule that has pricing for all items, including alternate deductive items, and a project duration. A Price Schedule Break Down Sheet must also be included for each of the line items included in the solicitation for informational purposes only.

All line items, including the alternate deductive line items, as well as the proposed contract duration, must be completed.

Price reasonableness will be established using any necessary price / cost analysis techniques in FAR 15.404-1, including but not limited to price competition information and the Independent Government Cost Estimate (IGCE), with any other pricing tools deemed necessary.

Award will be made to the lowest price offeror that is determined reasonable among those determined to be technically acceptable for LIN 0001, all work associated with the project, if the price does not exceed available funds.

If the price for LIN 0001 exceeds available funding, award will be made to the lowest price offeror among those determined to be technically acceptable for LIN 0002.

If the price for LIN 0002 exceeds available funding, award will be made to the lowest price offeror among those determined to be technically acceptable for LIN 0003.

If the price for LIN 0003 exceeds available funding, award will be made to the lowest price offeror among those determined to be technically acceptable for LIN 0004.

If the price for LIN 0004 exceeds available funding, award will be made to the lowest price offeror among those determined to be technically acceptable for LIN 0005.

An award cannot be made if the lowest priced, technically acceptable offeror’s proposal exceeds available funding or cost limitations, if applicable.

1. **RESPONSIBILITY DETERMINATION**

Prime Contractor Past Performance and EMR/Safety Ratings will be considered by the Contracting Officer while completing the Determination of Contractor’s Responsibility.

Offerors are requested to provide the Past Performance Questionnaire (attachment) to all contacts for relevant projects as submitted for factor 1. 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.

The Government also reserves the right to obtain additional information solely for the purpose of making a responsibility determination after receipt of proposals. Requests for responsibility information do not constitute discussions.

1. **BASIS FOR AWARD**

This is a competitive procurement using the lowest price technically acceptable source selection process. For this procurement, the Government intends to award one contract to the responsive, responsible contractor that has complied with the solicitation requirements and was found to be technically acceptable for all technical evaluation factors that has also submitted the lowest price offer found to be reasonable and within the Government’s funding limitations. The government shall evaluate the lowest offeror first and if found technically acceptable will not evaluate other proposals.

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.

The Government intends to award this requirement without discussions. However, the Government reserves the right to conduct discussions. If discussions are determined to be necessary, they shall be conducted in accordance with FAR 15.306.

# INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

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

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

(End of Provision)

## 2.2 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (MAY 2014)

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

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

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

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

(End of Provision)

## 2.3 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

 (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

 (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

|  |  |
| --- | --- |
| **Goals for minority participation for each trade** | **Goals for female participation for each trade** |
| 7.6 % | 6.9 % |

 These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

 (c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

 (d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the—

 (1) Name, address, and telephone number of the subcontractor;

 (2) Employer's identification number of the subcontractor;

 (3) Estimated dollar amount of the subcontract;

 (4) Estimated starting and completion dates of the subcontract; and

 (5) Geographical area in which the subcontract is to be performed.

 (e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is

Omaha

Douglas County

Nebraska

(End of Provision)

## 2.4 52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)

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

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

 (c) Evaluation of offers.

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

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

 (d) Alternate offers.

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

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

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

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

 (ii) May be accepted if revised during negotiations.

(End of Provision)

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

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

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

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

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

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

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

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

(End of Provision)

## 2.6 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

 Angie Mabley

 Hand-Carried Address:

 Department of Veterans Affairs

 Network Contracting Office 23 (NCO23)

 3600 30th St

 Des Moines IA 50310

 Mailing Address:

 Department of Veterans Affairs

 Network Contracting Office 23 (NCO23)

 Attn: Angie Mabley

 3600 30th St

 Des Moines IA 50310

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

(End of Provision)

## 2.7 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995)

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

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

 September 2, 2021 at 10 am (CST)

 (c) Participants will meet at—

 VA NWIHCS, Engineering Dept, Room B618

(End of Provision)

## 2.8 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (OCT 2018)

 (a) Any protest filed by an interested party shall—

 (1) Include the name, address, fax number, email and telephone number of the protester;

 (2) Identify the solicitation and/or contract number;

 (3) Include an original signed by the protester or the protester’s representative and at least one copy;

 (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;

 (5) Specifically request a ruling of the individual upon whom the protest is served;

 (6) State the form of relief requested; and

 (7) Provide all information establishing the timeliness of the protest.

 (b) Failure to comply with the above may result in dismissal of the protest without further consideration.

 (c) Bidders/offerors and Contracting Officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

## 2.9 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)

 (a) As an alternative to filing a protest with the Contracting Officer, an interested party may file a protest by mail or electronically with: Executive Director, Office of Acquisition and Logistics, Risk Management and Compliance Service (003A2C), Department of Veterans Affairs, 810 Vermont Avenue NW, Washington, DC 20420 or Email: *EDProtests@va.gov.*

 (b) The protest will not be considered if the interested party has a protest on the same or similar issue(s) pending with the Contracting Officer.

(End of Provision)

 PLEASE NOTE: The correct mailing information for filing alternate protests is as follows:

 Deputy Assistant Secretary for Acquisition and Logistics,

 Risk Management Team, Department of Veterans Affairs

 810 Vermont Avenue, N.W.

 Washington, DC 20420

 Or for solicitations issued by the Office of Construction and Facilities Management:

 Director, Office of Construction and Facilities Management

 811 Vermont Avenue, N.W.

 Washington, DC 20420

## 2.10 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):

 http://www.acquisition.gov/far/index.html

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

(End of Provision)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.204-16 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING | AUG 2020 |
| 52.204-22 | ALTERNATIVE LINE ITEM PROPOSAL | JAN 2017 |
| 52.211-6 | BRAND NAME OR EQUAL | AUG 1999 |
| 52.214-34 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE | APR 1991 |
| 52.214-35 | SUBMISSION OF OFFERS IN U.S. CURRENCY | APR 1991 |
| 52.215-1 | INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION | JAN 2017 |
| 52.228-17 | INDIVIDUAL SURETY—PLEDGE OF ASSETS (BID GUARANTEE) | FEB 2021 |
| 52.236-28 | PREPARATION OF PROPOSALS—CONSTRUCTION | OCT 1997 |

# REPRESENTATIONS AND CERTIFICATIONS

## 3.1 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

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

 *Electronic Funds Transfer (EFT) indicator* means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

 *Registered in the System for Award Management (SAM)* means that—

 (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM;

 (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

 (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

 (4) The Government has marked the record “Active”.

 *Unique entity identifier* means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [*http://www.sam.gov/*](http://www.sam.gov/) for the designated entity for establishing unique entity identifiers.

 (b)(1) An Offeror is required to be registered in SAM when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

 (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ‘‘Unique Entity Identifier’’ followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in SAM.

 (c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [*http://www.sam.gov/*](http://www.sam.gov/) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

 (1) Company legal business name.

 (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.

 (3) Company physical street address, city, state, and Zip Code.

 (4) Company mailing address, city, state and Zip Code (if separate from physical).

 (5) Company telephone number.

 (6) Date the company was started.

 (7) Number of employees at your location.

 (8) Chief executive officer/key manager.

 (9) Line of business (industry).

 (10) Company headquarters name and address (reporting relationship within your entity).

 (d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See [*https://www.sam.gov/*](https://www.sam.gov/) for information on registration.

(End of Provision)

## 3.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020) (JUL 2020) (DEVIATION)

 (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238220.

 (2) The small business size standard is $16.5 Million.

 (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

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

 [ ] (i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

 (B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

 (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

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

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

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

 (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

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

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

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

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

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

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

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

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

 (B) If the acquisition value is $50,000 or more but is less than $83,099, the provision with its Alternate II applies.

 (C) If the acquisition value is $83,099 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

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

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

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

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

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

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

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

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

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

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

 [](vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

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

 [](A) Basic.

 [](B) Alternate I.

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

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

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

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

(End of Provision)

## 3.3 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

 (i) For covered equipment—

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

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

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

 (ii) For covered services—

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

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

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

 (i) For covered equipment—

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

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

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

 (ii) For covered services—

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

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

(End of Provision)

## 3.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

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

 (i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

## 3.5 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS—CERTIFICATION (FEB 2021)

 (a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

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

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

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

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

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

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

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

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

 (i) An inability to certify compliance.

 (ii) An inability to conclude compliance.

 (iii) A statement about compliance concerns.

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

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

 (d) Do not submit an offer unless—

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

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

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

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

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

(End of Provision)

## 3.6 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUN 2020)

 (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*](http://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*](https://www.irs.gov/help/tax-law-questions).

(End of Provision)

# GENERAL CONDITIONS

## 4.1 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020)

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

 "Agent" means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

 "Full cooperation"—

 (1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

 (2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

 (i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

 (ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

 (3) Does not restrict a Contractor from—

 (i) Conducting an internal investigation; or

 (ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

 "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).

 "Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

 "Subcontractor" means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

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

 (b) *Code of business ethics and conduct.*

 (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

 (i) Have a written code of business ethics and conduct;

 (ii) Make a copy of the code available to each employee engaged in performance of the contract.

 (2) The Contractor shall—

 (i) Exercise due diligence to prevent and detect criminal conduct; and

 (ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

 (3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy 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) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

 (B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

 (ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

 (iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

 (c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

 (1) An ongoing business ethics awareness and compliance program.

 (i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

 (ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

 (2) An internal control system.

 (i) The Contractor's internal control system shall—

 (A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

 (B) Ensure corrective measures are promptly instituted and carried out.

 (ii) At a minimum, the Contractor's internal control system shall provide for the following:

 (A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

 (B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

 (C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

 (1) Monitoring and auditing to detect criminal conduct;

 (2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

 (3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

 (D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

 (E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

 (F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

 (1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

 (2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

 (3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

 (4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

 (G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

 (d) *Subcontracts.*

 (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days.

 (2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of Clause)

## 4.2 MANDATORY WRITTEN DISCLOSURES

 Mandatory written disclosures required by FAR clause 52.203-13 to the Department of Veterans Affairs, Office of Inspector General (OIG) must be made electronically through the VA OIG Hotline at http://www.va.gov/oig/contacts/hotline.asp and clicking on "FAR clause 52.203-13 Reporting." If you experience difficulty accessing the website, call the Hotline at 1-800-488-8244 for further instructions.

## 4.3 52.203-14 DISPLAY OF HOTLINE POSTER(S) (JUN 2020)

 (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** |
| Wage and Hour Poster | Department of Labor |
| DHS Fraud Hotline | Department of Homeland Security |
| VA OIG Hotline | VA Office of Inspector General |

 (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 item; or

 (2) Is performed entirely outside the United States.

(End of Clause)

## 4.4 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE I (APR 1984)

 The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 425 days after receipt of award. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

## 4.5 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (NOV 2020)

 (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 the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is ‘‘not dominant in its field of operation’’ when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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

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

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

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

 (3) For long-term contracts—

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

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

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

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

 (e) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

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

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

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

 (1) The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 238220 assigned to contract number .

 (2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

 (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [*Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause*.] The Contractor represents that—

 (i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

 (ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:* \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

 (5) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause*.] The Contractor represents that—

 (i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

 (ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [*The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture*: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

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

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

(End of Clause)

## 4.6 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)

 (a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

 (1) The product cannot be acquired—

 (i) Competitively within a time frame providing for compliance with the contract performance schedule;

 (ii) Meeting contract performance requirements; or

 (iii) At a reasonable price.

 (2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

 (i) Spacecraft system and launch support equipment.

 (ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

 (b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

 (c) In the performance of this contract, the Contractor shall—

 (1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

 (2) Submit this report no later than—

 (i) October 31 of each year during contract performance; and

 (ii) At the end of contract performance.

(End of Clause)

## 4.7 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FEB 2021)

 (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 Material Safety Data Sheet submitted under this contract.

|  |  |
| --- | --- |
| Material (if none, insert *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 Material 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 Material 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.

(End of Clause)

## 4.8 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 assigned Contracting Officer's Representative (COR).

(End of Clause)

## 4.9 52.223-20 AEROSOLS (JUN 2016)

 (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 (<http://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 <http://www.epa.gov/snap/>.

(End of Clause)

## 4.10 52.223-21 FOAMS (JUN 2016)

 (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 [http://www.epa.gov/snap/.](http://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 [http://www.epa.gov/snap/.](http://www.epa.gov/snap/)

(End of Clause)

## 4.11 52.225-11 BUY AMERICAN—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2021) (JUL 2020) (DEVIATION)

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

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

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

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

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

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

 (i) A commercial item (as defined in paragraph (1) of the definition 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.

 *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, 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 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

 (b) Construction materials.

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

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

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

 Lead Glass

 (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. 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;

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

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

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

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

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

 (B) Unit of measure;

 (C) Quantity;

 (D) Price;

 (E) Time of delivery or availability;

 (F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

[Include other applicable supporting information.]

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

(End of Clause)

## 4.12 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

 (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

 (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

 (1) For such period as the laws of the State in which this contract is to be performed prescribe; or

 (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

 (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

## 4.13 SUPPLEMENTAL INSURANCE REQUIREMENTS

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

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

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

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

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

(End of Clause)

## 4.14 52.236-4 PHYSICAL DATA (APR 1984)

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

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

 636-19-301 Hazardous Building Materials

 Inspection Report 8.27.20 (51 pages)

 (b) Weather Conditions:

 None

 (c) Transportation Facilities

 None

 (d) Other Physical Data

 None

(End of Clause)

## 4.15 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)

## 4.16 VAAR 852.204-70 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (MAY 2020)

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

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

(End of Clause)

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

(a) The Contractor shall conform to the standards established by the standards of the specifications and drawings.

(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 certifying that the item(s) furnished have been tested in accordance with and conform to the specified standards.

(End of Provision)

## 4.18 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2019) (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 802.101, 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 verified for ownership and control pursuant to 38 CFR part 74 and is so listed in the Vendor Information Pages (VIP) database [(https://www.vip.vetbiz.va.gov)](%28https%3A/www.vip.vetbiz.va.gov%29); and

 (v) The business will comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size and government contracting programs at 13 CFR part 121 and 125, including the nonmanufacturer rule and limitations on subcontracting requirements in 13 CFR 121.406 and 125.6, provided that any reference therein to a service-disabled veteran-owned small business concern (SDVO SBC), is to be construed to apply to a VA verified and VIP-listed SDVOSB. The nonmanufacturer rule and the limitations on subcontracting apply to all SDVOSB and VOSB set-asides and sole source contracts.

 (2) “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).

 (b) *General.*

 (1) Offers are solicited only from eligible service-disabled veteran-owned small business concerns. Only VIP-listed service-disabled veteran-owned small business concerns (SDVOSBs) may submit offers in response to this solicitation. Offers received from concerns that are not VIP-listed service-disabled veteran-owned small business concerns shall not be considered.

 (2) Any award resulting from this solicitation shall be made to a VIP-listed service-disabled veteran-owned small business concern that meets the size standard for the applicable NAICS code.

 (c) *Representation*. By submitting an offer, the prospective contractor represents that it is an eligible SDVOSB as defined in this clause, 38 CFR part 74, and VAAR subpart 819.70. Pursuant to 38 U.S.C. 8127(e), only VIP-listed SDVOSBs are considered eligible. Therefore, any reference in 13 CFR part 121 and 125 to a servicedisabled veteran-owned small business concern (SDVO SBC), is to be construed to apply to a VA verified and VIP-listed SDVOSB and only such concern(s) qualify as similarly situated. The offeror must also be eligible at the time of award.

 (d) *Agreement.* Agreement. When awarded a contract (see FAR 2.101, Definitions), including orders under multiple-award contracts, or a subcontract, 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 125, including the nonmanufacturer rule and limitations on subcontracting requirements in 13 CFR part 121.406 and 125.6, provided that for purposes of the limitations on subcontracting, only VIP-listed SDVOSBs 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 independent contractor shall be considered a subcontractor. An otherwise eligible firm further agrees to the following:

 (1) Services. In the case of a contract for services (except construction), it will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

 (2) Supplies or products.

 (i) In the case of a contract for supplies or products (other than from a nonmanufacturer of such supplies), it will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

 (ii) In the case of a contract for supplies from a nonmanufacturer, it will supply the product of a domestic small business manufacturer or processor, unless a waiver as described in 13 CFR 121.406(b)(5) is granted.

 (3) General construction. In the case of a contract for general construction, it will not pay more than 85% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

 (4) Special trade contractors. In the case of a contract for special trade contractors, it will not pay more than 75% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs.

 (5) Subcontracting. Any work that a VIP-listed SDVOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, cost of materials is excluded and not considered to be subcontracted. For mixed contracts and additional limitations, refer to 13 CFR 125.6.

 (e) Joint ventures. A joint venture may be considered an SDVOSB if the joint venture is listed in VIP and complies with the requirements in 13 CFR 125.18(b), provided that any reference therein to service-disabled veteran-owned small business concern or SDVO SBC, is to be construed to mean a VIP-listed SDVOSB. 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.

 (f) Precedence. For any inconsistencies between the requirements of the SBA program for service-disabled veteran-owned small business concerns and the VA Veterans First Contracting Program, as defined in VAAR subpart 819.70 and this clause, the VA Veterans First Contracting Program requirements have precedence.

(End of Clause)

## 4.19 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING—MONITORING AND COMPLIANCE (JUL 2018)

 (a) This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside.

 (b) Accordingly, any contract resulting from this solicitation is subject to the limitation on subcontracting requirements in 13 CFR 125.6, or the limitations on subcontracting requirements in the FAR clause, as applicable. The Contractor is advised that in performing contract administration functions, the Contracting Officer may use the services of a support contractor(s) retained by VA to assist in assessing the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to Contractor's offices where the Contractor's business records or other proprietary data are retained and to review such business records regarding the Contractor's compliance with this requirement.

 (c) All support contractors conducting this review on behalf of VA will be required to sign an “Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement” to ensure the Contractor's business records or other proprietary data reviewed or obtained in the course of assisting the Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

 (d) Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the Contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The Contractor is required to cooperate fully and make available any records as may be required to enable the Contracting Officer to assess the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

## 4.20 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)

## 4.21 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)

## 4.22 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)

## 4.23 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)

## 4.24 VAAR 852.236-71 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (APR 2019)

 The clause entitled ‘‘Specifications and Drawings for Construction’’ in FAR 52.236– 21 is supplemented as follows:

 (a) The Contracting Officer’s interpretation of the drawings and specifications will be final, subject to the Disputes clause.

 (b) The Contractor shall—

 (1) Check all drawings and specifications furnished immediately upon receipt;

 (2) Compare all drawings and the specifications, and verify the figures before laying out the work;

 (3) Promptly notify the Contracting Officer of any discrepancies;

 (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and

 (5) Reproduce and print contract drawings and specifications as needed.

 (c) In general—

 (1) Drawings of greater detail shall govern over drawings of lesser detail unless specifically noted otherwise; and

 (2) Figures and numerical quantities noted on drawings govern over scale measurements.

 (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

 (e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

|  |  |  |
| --- | --- | --- |
| Title | File | Drawing No. |
| 636-19-301 Correct Mechanical Deficiencies | Project Specifications and Drawings | All |
|  |  |  |
|  |  |  |
|  |  |  |

(End of Clause)

## 4.25 VAAR 852.236-79 CONTRACTOR PRODUCTION REPORT (APR 2019)

 (a) The Contractor shall furnish to the resident engineer, for each workday, a consolidated report for the preceding workday. Reporting shall begin from date of mobilization until the date of final acceptance except for authorized holidays. VA Form 10101, Contractor Production Report, or a Contractor generated form containing the same type of information shall be signed, dated and submitted by the Contractor superintendent.

 (b) Each report shall include and specifically identify at least one safety topic germane to the jobsite that day.

(End of Clause)

## 4.26 VAAR 852.236-80 SUBCONTRACTS AND WORK COORDINATION (APR 2019) ALTERNATE I (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 subcontractors and their employees. The Contractor shall also be responsible for coordination of the work of the trades, subcontractors, and material suppliers. The Contractor shall, in advance of the work, prepare coordination drawings showing the location of openings through slabs, the pipe sleeves and hanger inserts, as well as the location and elevation of utility lines, including, but not limited to, conveyor systems, pneumatic tubes, ducts, and conduits and pipes two inches and larger in diameter. These drawings, including plans, elevations, and sections as appropriate, shall clearly show the manner in which the utilities fit into the available space and relate to each other and to existing building elements. Drawings shall be of appropriate scale to satisfy the previously stated purposes, but not smaller than 3⁄8-inch scale. Drawings may be composite (with distinctive colors for the various trades) or may be separate but fully coordinated drawings (such as sepias or photographic paper reproducibles) of the same scale. Separate drawings shall depict identical building areas or sections and shall be capable of being overlaid in any combination. The submitted drawings for a given area of the project shall show the work of all trades that will be involved in that particular area. Six complete composite drawings or six complete sets of separate reproducible drawings shall be received by the Government not less than 20 days prior to the scheduled start of the work in the area illustrated by the drawings, for the purpose of showing the Contractor’s planned methods of installation. The objectives of such drawings are to promote carefully planned work sequence and proper trade coordination, in order to assure the expeditious solutions of problems and the installation of lines and equipment as contemplated by the contract documents while avoiding or minimizing additional costs to the Contractor and to the Government. In the event the Contractor, in coordinating the various installations and in planning the method of installation, finds a conflict in location or elevation of any of the utilities with themselves, with structural items or with other construction items, he/she shall bring this conflict to the attention of the Contracting Officer immediately. In doing so, the Contractor shall explain the proposed method of solving the problem or shall request instructions as to how to proceed if adjustments beyond those of usual trades’ coordination are necessary. Utilities installation work will not proceed in any area prior to the submission and completion of the Government review of the coordinated drawings for that area, nor in any area in which conflicts are disclosed by the coordination drawings, until the conflicts have been corrected to the satisfaction of the Contracting Officer. It is the responsibility of the Contractor to submit the required drawings in a timely manner consistent with the requirements to complete the work covered by this contract within the prescribed contract time.

 (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)

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

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

Department of Veterans Affairs

Network Contracting Office 23 (NCO23)

Contracting Officer

3600 30th Street

Des Moines, IA 50310

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

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

 (2) Issuance of default letters.

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

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

 (5) Issuance of Contracting Officer final determination letters.

 (6) Issuance of termination notices.

 (7) Authorization of final payment.

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

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

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

None

,

 (1) Conduct post-award orientation conferences.

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

 (3) For actions not to exceed $0.00 negotiate and execute supplemental agreements resulting from change orders issued under the Changes clause.

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

(End of Clause)

## 4.28 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)

## 4.29 VAAR 852.243-70 CONSTRUCTION CONTRACT CHANGES—SUPPLEMENT (SEP 2019)

 The FAR clauses 52.236-2, Differing Site Conditions; 52.243-4, Changes; and 52.243-5, Changes and Changed Conditions, are supplemented as follows:

 (a) Submission of request for equitable adjustment proposals. When directed by the Contracting Officer or requested by the Contractor, the Contractor shall, in accordance with FAR 15.403-5, submit proposals for changes in the work exceeding $500,000 in writing to the Contracting Officer or Administrative Contracting Officer (ACO), and to the resident engineer.

 (1) The Contractor must provide an itemized breakdown for changes exceeding the micro-purchase threshold (see FAR 2.101).

 (2) The itemized breakdown shall include materials, quantities, unit prices, labor costs (separated into trades), construction equipment, etc. Labor costs shall be identified with specific material placed or operation performed.

 (3) Proposals shall be submitted to the Contracting Officer or ACO and the resident engineer as expeditiously as possible, but not later than 14 calendar days, after receipt of a written change order by the Contracting Officer.

 (4) Proposals shall be signed by each subcontractor participating in the change.

 (5) The Contracting Officer will consider issuing a settlement by determination to the contract if the Contractor's proposal required by paragraph (a)(3) of this clause is not received within the time period specified in paragraph (a)(3), or if agreement has not been reached.

 (b) Paragraphs (a)(1) through (5) of this clause and the following paragraphs (b)(1) and (2) apply to proposals for changes in the work $500,000 or less:

 (1) As a basis for negotiation, allowances not to exceed 10 percent each for overhead and profit for the party performing the work will be based on the value of labor, material, and equipment required to accomplish the change. As the value of the change increases, a declining scale will be used in negotiating the percentage of overhead and profit. This declining scale will also be used to negotiate the prime Contractor's or upper-tier subcontractor's fee when work is performed by lower-tier subcontractors (to a maximum of three tiers) and will be based on the net increased cost to the prime or upper-tier subcontractor, as applicable. Profit (fee) shall be computed by multiplying the profit percentage by the sum of the direct costs and computed overhead costs. Allowable percentages on changes will not exceed the following:

 (i) 10 percent overhead and/or 10 percent profit (fee) on the first $20,000.

 (ii) 7.5 percent overhead and/or 7.5 percent profit (fee) on the next $30,000.

 (iii) 5 percent overhead and/or 5 percent profit (fee) on a balance over $50,000.

 (2) The Contracting Officer will consider issuing a settlement by determination to the contract if the Contractor's proposal required by paragraph (3) is not received within 30 calendar days, or if agreement has not been reached.

 (c)(1) Overhead and Contractor's fee percentages shall be considered to include insurance other than mentioned herein, field and office supervisors and assistants, security police, use of small tools, incidental job burdens, and general home office expenses and no separate allowance will be made. Assistants to office supervisors include all clerical, stenographic and general office help. Incidental job burdens include, but are not necessarily limited to, office equipment and supplies, temporary toilets, telephone and conformance to OSHA requirements. Items such as, but not necessarily limited to, review and coordination, estimating and expediting relative to contract changes are associated with field and office supervision and are considered to be included in the Contractor's overhead and/or fee percentage.

 (2) Where the Contractor's or subcontractor's portion of a change involves credit items, such items must be deducted prior to adding overhead and profit for the party performing the work. The Contractor's fee is limited to the net increase to Contractor or subcontractors' portions of cost computed in accordance with this clause.

 (3) Where a change involves credit items only, a proper measure of the amount of downward adjustment in the contract price is the reasonable cost to the Contractor if it had performed the deleted work. A reasonable allowance for overhead and profit are properly includable as part of the downward adjustment for a deductive change. The amount of such allowance is subject to negotiation.

(End of Clause)

## 4.30 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS (JAN 2008)

 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 shall be furnished to the contractor.

(End of Clause)

## 4.31 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):

 http://www.acquisition.gov/far/index.html

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

(End of Clause)

|  |  |  |
| --- | --- | --- |
| **FAR Number** | **Title** | **Date** |
| 52.202-1 | DEFINITIONS | JUN 2020 |
| 52.203-3 | GRATUITIES | APR 1984 |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES | MAY 2014 |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | JUN 2020 |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | JUN 2020 |
| 52.203-8 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | MAY 2014 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | MAY 2014 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | JUN 2020 |
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS | JUN 2020 |
| 52.203-19 | PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS | JAN 2017 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER | MAY 2011 |
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL | JAN 2011 |
| 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS | JUN 2020 |
| 52.204-13 | SYSTEM FOR AWARD MANAGEMENT MAINTENANCE | OCT 2018 |
| 52.204-14 | SERVICE CONTRACT REPORTING REQUIREMENTS | OCT 2016 |
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE | AUG 2020 |
| 52.204-23 | PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES | JUL 2018 |
| 52.204-25 | PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT | AUG 2020 |
| 52.208-9 | CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES | MAY 2014 |
| 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUN 2020 |
| 52.209-9 | UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS | OCT 2018 |
| 52.209-10 | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS | NOV 2015 |
| 52.210-1 | MARKET RESEARCH | JUN 2020 |
| 52.215-2 | AUDIT AND RECORDS—NEGOTIATION | JUN 2020 |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | OCT 2018 |
| 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | FEB 1997 |
| 52.222-3 | CONVICT LABOR | JUN 2003 |
| 52.222-4 | CONTRACT WORK HOURS AND SAFETY STANDARDS—OVERTIME COMPENSATION | MAY 2018 |
| 52.222-6 | CONSTRUCTION WAGE RATE REQUIREMENTS | AUG 2018 |
| 52.222-7 | WITHHOLDING OF FUNDS | MAY 2014 |
| 52.222-8 | PAYROLLS AND BASIC RECORDS | AUG 2018 |
| 52.222-9 | APPRENTICES AND TRAINEES | JUL 2005 |
| 52.222-10 | COMPLIANCE WITH COPELAND ACT REQUIREMENTS | FEB 1988 |
| 52.222-11 | SUBCONTRACTS (LABOR STANDARDS) | MAY 2014 |
| 52.222-12 | CONTRACT TERMINATION—DEBARMENT | MAY 2014 |
| 52.222-13 | COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS | MAY 2014 |
| 52.222-14 | DISPUTES CONCERNING LABOR STANDARDS | FEB 1988 |
| 52.222-15 | CERTIFICATION OF ELIGIBILITY | MAY 2014 |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | APR 2015 |
| 52.222-26 | EQUAL OPPORTUNITY | SEP 2016 |
| 52.222-27 | AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION | APR 2015 |
| 52.222-35 | EQUAL OPPORTUNITY FOR VETERANS | JUN 2020 |
| 52.222-36 | EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES | JUN 2020 |
| 52.222-37 | EMPLOYMENT REPORTS ON VETERANS | JUN 2020 |
| 52.222-40 | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT | DEC 2010 |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS | OCT 2020 |
| 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION | OCT 2015 |
| 52.222-55 | MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 | NOV 2020 |
| 52.222-62 | PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 | JAN 2017 |
| 52.223-5 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION ALTERNATE I (MAY 2011) | MAY 2011 |
| 52.223-6 | DRUG-FREE WORKPLACE | MAY 2001 |
| 52.223-15 | ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS | MAY 2020 |
| 52.223-17 | AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS | AUG 2018 |
| 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING | JUN 2020 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | FEB 2021 |
| 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 |
| 52.228-11 | INDIVIDUAL SURETY—PLEDGE OF ASSETS | FEB 2021 |
| 52.228-12 | PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS | MAY 2014 |
| 52.228-14 | IRREVOCABLE LETTER OF CREDIT | NOV 2014 |
| 52.228-15 | PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION | JUN 2020 |
| 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | FEB 2013 |
| 52.232-5 | PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS | MAY 2014 |
| 52.232-17 | INTEREST | MAY 2014 |
| 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 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 | DEC 2013 |
| 52.233-1 | DISPUTES ALTERNATE I (DEC 1991) | MAY 2014 |
| 52.233-3 | PROTEST AFTER AWARD | AUG 1996 |
| 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT 2004 |
| 52.236-2 | DIFFERING SITE CONDITIONS | APR 1984 |
| 52.236-3 | SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK | APR 1984 |
| 52.236-5 | MATERIAL AND WORKMANSHIP | APR 1984 |
| 52.236-6 | SUPERINTENDENCE BY THE CONTRACTOR | APR 1984 |
| 52.236-7 | PERMITS AND RESPONSIBILITIES | NOV 1991 |
| 52.236-8 | OTHER CONTRACTS | APR 1984 |
| 52.236-9 | PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS | APR 1984 |
| 52.236-10 | OPERATIONS AND STORAGE AREAS | APR 1984 |
| 52.236-11 | USE AND POSSESSION PRIOR TO COMPLETION | APR 1984 |
| 52.236-12 | CLEANING UP | APR 1984 |
| 52.236-13 | ACCIDENT PREVENTION | NOV 1991 |
| 52.236-14 | AVAILABILITY AND USE OF UTILITY SERVICES | APR 1984 |
| 52.236-15 | SCHEDULES FOR CONSTRUCTION CONTRACTS | APR 1984 |
| 52.236-17 | LAYOUT OF WORK | APR 1984 |
| 52.236-21 | SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION | FEB 1997 |
| 52.236-26 | PRECONSTRUCTION CONFERENCE | FEB 1995 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.242-14 | SUSPENSION OF WORK | APR 1984 |
| 52.243-4 | CHANGES | JUN 2007 |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | NOV 2020 |
| 52.245-1 | GOVERNMENT PROPERTY ALTERNATE I (APR 2012) | JAN 2017 |
| 52.245-9 | USE AND CHARGES | APR 2012 |
| 52.246-12 | INSPECTION OF CONSTRUCTION | AUG 1996 |
| 52.246-21 | WARRANTY OF CONSTRUCTION ALTERNATE I (APR 1984) | MAR 1994 |
| 52.248-3 | VALUE ENGINEERING—CONSTRUCTION | OCT 2020 |
| 52.249-2 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) ALTERNATE I (SEPT 1996) | APR 2012 |
| 52.249-10 | DEFAULT (FIXED-PRICE CONSTRUCTION) | APR 1984 |
| 52.253-1 | COMPUTER GENERATED FORMS | JAN 1991 |

## 4.32 LIST OF ATTACHMENTS

See attached document: SOW 636-19-301 Correct Mech Def (3 pages).

See attached document: NARA Records Management Language (2 pages).

See attached document: 636-19-301 Specifications (1083 pages).

See attached document: 636-19-301 Drawings Part 1 (3 pages).

See attached document: 636-19-301 Drawings Part 2 (15 pages).

See attached document: 636-19-301 Drawings Part 3 (20 pages).

See attached document: 636-19-301 Drawings Part 4 (20 pages).

See attached document: 636-19-301 Drawings Part 5 (17 pages).

See attached document: 636-19-301 Hazardous Building Materials Inspection Report 8.27.20 (51 pages).

See attached document: Wage Determination 7.30.21 (6 pages).

See attached document: Safety or Environmental Violations and Experience Modification Rating Information (2 pages).

See attached document: Past Peformance Questionaire (3 pages).