



## United States Department of Veterans Affairs

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### Task Order Proposal Request

via

Indefinite Delivery/Indefinite Quantity (IDIQ) Contract, MN Region Veterans  
Integrated Service Network 23 (VISN 23)

Solicitation Number: 36C26322R0144

Project: Upgrade PA System, 656-18-844

Project Location: St. Cloud VA Health Care System, St. Cloud, MN 56303

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#### **Pre-Proposal Site Visit:**

Monday, August 15, 2022, at 3:30 pm CT

Site visit location is Building 3, Room 207C, St. Cloud VA Health Care System

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#### **Due Date for Proposal Questions:**

Monday, August 22, 2022, at 10:00 am CT

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#### **Due Date for Proposal Package:**

Tuesday, September 6, 2022, at 10:00 am CT

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This solicitation administered by:  
Department of Veterans Affairs  
Network Contracting Office 23 (NCO 23)  
316 Robert Street North, Suite 506  
St Paul, MN 55101

|   |   |  |                                  |                           |
|---|---|--|----------------------------------|---------------------------|
| <b>SOLICITATION, OFFER,<br/>AND AWARD<br/>(Construction, Alteration, or Repair)</b> | 1. SOLICITATION NUMBER<br><br>36C26322R0144   | 2. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED<br><br>08-04-2022 | PAGE OF PAGES<br><br>2 18 |
|   | <b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b> |  |                                  |                           |

|   |   |  |
|---|---|--|
| 4. CONTRACT NUMBER  | 5. REQUISITION/PURCHASE REQUEST NUMBER<br>656-22-4-239-0324 | 6. PROJECT NUMBER<br>656-18-844  |
| 7. ISSUED BY<br>Department of Veterans Affairs<br>NETWORK 23 CONTRACTING OFFICE<br>Dwayne Brauch, Contract Specialist<br>316 Robert Street N. STE. 506<br>St. Paul MN 55101 | CODE<br>36C263  | 8. ADDRESS OFFER TO<br>Department of Veterans Affairs<br>NETWORK 23 CONTRACTING OFFICE<br>Dwayne Brauch, Contract Specialist<br>316 Robert Street N. STE. 506<br>St. Paul MN 55101 |
| 9. FOR INFORMATION CALL:  | a. NAME<br>Dwayne Brauch                                    | b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)<br>651-293-3039   |

**SOLICITATION**

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

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

This solicitation is for the project titled Upgrade Public Address System, Project Number 656-18-844. Project site location is St. Cloud VA Health Care System, St. Cloud, MN 56303.

The Contractor shall provide all labor, materials, tools and equipment to accomplish the Upgrade PA System project per drawings and specifications. See Scope of Work, specifications and drawings for full project description and requirements.

This task order solicitation is 100% set-aside for Service-Disabled Veteran Owned Small Business (SDVOSB). General Contractors who hold a Multiple Award Multiple Year Indefinite Delivery Indefinite Quantity (IDIQ) contract for the MN region.

In accordance with VAAR 819.7003 (b), at the time of submission of offers and prior to award of any task order, the Offeror is required to be:

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](http://www.vip.vetbiz.gov).

The project NAICS code is 236220 Commercial and Institutional Building Construction small business size standard \$39.5M

Project Schedule: 270 calendar days after Notice to Proceed

Estimated Magnitude of Construction: \$500,000 to \$1,000,000

Request for Information (RFIs) will only be accepted and acknowledged from contractors who hold a MN IDIQ contract.

Subcontractors who need additional information are required to route questions through contractors who hold a MN IDIQ contract.

RFIs will only be accepted and acknowledged via email to [dwayne.brauch@va.gov](mailto:dwayne.brauch@va.gov)

Due to the current pandemic, face masks are required to be worn at all times while on the VA campus including site visits. Please note additional site visit restrictions in the RFP.

11. The Contractor shall begin performance within 7 calendar days and complete it within 270 calendar days after receiving  award,  notice to proceed. This performance period is  mandatory  negotiable. (See 52.211-10).

|  |                              |
|--|------------------------------|
| 12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?<br>(If "YES," indicate within how many calendar days after award in Item 12B.)<br><input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | 12b. CALENDAR DAYS<br><br>10 |
|--|------------------------------|

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and zero copies to perform the work required are due at the place specified in Item 8 by 10:00 CT (hour) local time 09-06-2022 (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 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.



## Table of Contents

|  |           |
|--|-----------|
| <b>PART I - THE SCHEDULE .....</b>   | <b>2</b>  |
| <b>SECTION A - SOLICITATION/CONTRACT FORM .....</b>  | <b>2</b>  |
| A.1 SF 1442 SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair).....        | 2         |
| A.2 SF 1442 SOLICITATION, OFFER, AND AWARD (CONSTRUCTION, ALTERATION, OR REPAIR)– BACK ..... | 3         |
| <b>PRICE SCHEDULE.....</b>   | <b>5</b>  |
| <b>NOTICE OF TASK ORDER REQUEST FOR PROPOSAL (RFP) .....</b>                                 | <b>5</b>  |
| <b>CONTRACT CLAUSES .....</b>  | <b>11</b> |
| <b>ATTACHMENTS: .....</b>  | <b>18</b> |

## PRICE SCHEDULE

### Upgrade Public Address System, 656-18-844

#### Base Project:

| Description  | Price |
|--|-------|
| <p><u>Base Project</u> – The Contractor shall provide all labor, materials, tools and equipment to accomplish the “Upgrade Public Address System” project per the Scope of Work, drawings and specifications.</p> <p>Period of performance is 270 calendar days after Notice to Proceed.</p> | \$    |

**Project Deducts:** None

## NOTICE OF TASK ORDER REQUEST FOR PROPOSAL (RFP)

**ISSUE DATE:** [August 4, 2022](#)

**PROJECT NUMBER:** 656-18-844

**PROJECT TITLE:** Upgrade Public Address System

**LOCATION:** St. Cloud VA Health Care System

**CONTRACTING POINT OF CONTACT:** Dwayne Brauch

**PROPOSAL DUE DATE:** [September 6, 2022, at 10:00 am \(CT\)](#)

Under the terms and conditions set forth in the Network Contracting Office 23 MN Indefinite Delivery Indefinite Quantity (IDIQ) Multiple Award Task Order Contract (MATOC), VA Network Contracting Office 23 (NCO 23) requests that you provide a price proposal for the above referenced project as described below and in the attached Construction Documents. The following information is provided to assist you in preparing your proposal:

Note: **All documentation submittal due times are local time (CT).**

Note: If a firm is **not submitting** a proposal, you are requested to **submit a "No Bid" response** via email to Dwayne Brauch Contract Specialist at [dwayne.brauch@va.gov](mailto:dwayne.brauch@va.gov) and CC Teresa Kohlbeck Contracting Officer at [teresa.kohlbeck@va.gov](mailto:teresa.kohlbeck@va.gov) within five (5) days from receipt of the RFP.

**1. SCOPE:** The Contractor shall provide all labor, materials, tools, equipment, etc. necessary to accomplish the "Upgrade Public Address" project at the St. Cloud VA Health Care System, St. Cloud, MN 56303 per the Scope of Work (SOW), construction drawings and specifications

**2. PERIOD OF PERFORMANCE:**

2.1. The contractor shall commence work under this contract within **7 calendar days** after the date the Contractor receives contract award, prosecute the work diligently, and complete the entire work ready for use not later than **270 calendar days** from the contractor's receipt of the notice to proceed (NTP). The time stated for completion shall include final cleanup of the premises.

2.2. Working hours will be take place from 8:00 a.m. to 4:30 p.m. unless otherwise stated in the SOW/drawings/specifications or pre-arranged with the local VA Engineering Office/Contracting Officer's Representative (COR).

**3. NAICS CODE:** 236220 / \$39.5M

**4. MAGNITUDE OF CONSTRUCTION:** Between \$500,000 and \$1,000,000.

**5. BONDS:**

5.1. Bid Guarantee: A bid guarantee of 20% as indicated in FAR Provision 52.228-1.

Note: A scanned copy of the Bid Guarantee may be provided with the proposal. A signed and sealed original must be provided by the awardee prior to award.

5.2. Performance and Payment Bonds: Performance and payment bonds in the amount of 100% of the awarded CLIN(s) shall be required. Bonds shall be submitted for approval to the Contracting Officer within 10 days after award of the task order. Commencement of construction is contingent upon approval of required bonds.

**6. WAGE DETERMINATION:** MN20220130 dated 7/29/2022. Full text of Wage Determination is provided as an attachment.

7. **SITE VISIT:** An organized Site Visit has been scheduled for [August 15, 2022, at 3:30pm \(CT\)](#). Participants will meet at the [St. Cloud VAHCS, Conference Room 207C; Building 3](#). Offerors are strongly encouraged to visit the VA installation to fully appraise themselves with the physical layout and the character and conditions under which the service is to be performed. Failure to do so will in no way relieve the successful offeror from the necessity of furnishing the services as specified in this proposal without additional cost to the Government.

**NOTE:** Due to the current pandemic, a face mask will be required to be worn at all times while on the VA campus and only one representative from each company may attend the site visit to comply with the restrictions of no groups over 10 people. Noncompliance to this requirement will result in being turned away and mandated to leave the VA premises. Once the site visit meeting is over, a site walk will be held. There is no limit on how many people can attend the site walk.

8. **SOLICITATION RFI/QUESTIONS/CLARIFICATIONS:** Questions must be submitted to Dwayne Brauch Contract Specialist at [dwayne.brauch@va.gov](mailto:dwayne.brauch@va.gov) and CC Teresa Kohlbeck Contracting Officer at [teresa.kohlbeck@va.gov](mailto:teresa.kohlbeck@va.gov). Questions will be accepted up to [August 22, 2022, at 10:00 AM \(CT\)](#). All answers will be emailed via an amendment. The Government reserves the right to not answer any RFIs/questions after the stated due date/time.

9. **BASIS OF AWARD:** Price Only

Award will be based on price. Offeror shall submit a cost breakdown based upon the **attached Price Schedule Breakdown Sheet** to permit a complete an analysis of price, including labor, burden, materials, equipment, transportation, supervision, and disposal.

#### **EVALUATION PROCEDURE:**

- The offeror shall:
  - Submit the properly filled out Price Schedule, included in the solicitation. This is also attached.
  - Provide a cost breakdown based on the **attached Price Schedule Breakdown Sheet**, for the base bid and all alternative bids (if applicable).
  
- The offeror's price proposal will be initially evaluated by the Contracting Officer (CO) for completeness. Only the lowest price proposal, found to be complete, will be provided to the Contracting Officer's Representative (COR) for evaluation.
  
- The Government will evaluate pricing for award purposes by reviewing the cost breakdown provided using the attached Price Schedule Breakdown Sheet. The Government may

determine that an offer is unacceptable if the proposal prices are significantly unbalanced. A proposal price is unbalanced when the proposal is based on prices significantly less than the cost for some work and/or significantly overstated for other work. If the lowest price proposal is determined to be unacceptable, the COR will be given the next lowest price proposal for evaluation, and so on, until a determination of full acceptability has been made.

- 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), along with any other pricing tools deemed necessary.
- An award cannot be made if the successful offer's proposal price exceeds available funding or cost limitations (if applicable).

**10. SITE SUPERVISION:** The Contractor shall provide supervision in accordance with contract clause 52.236-6, Superintendence by the Contractor. It is St. Cloud's Engineering's requirement that the project superintendent be **dedicated exclusively** to this project through the duration of the period of performance.

**11. PROPOSAL FORMAT:**

11.1. Proposals submitted in response to this solicitation shall be submitted via email to Dwayne Brauch Contract Specialist at [dwayne.brauch@va.gov](mailto:dwayne.brauch@va.gov) and CC Teresa Kohlbeck Contracting Officer at [teresa.kohlbeck@va.gov](mailto:teresa.kohlbeck@va.gov) formatted as follows:

11.1.1. Offerors shall submit a cover letter and price proposal in the form of electronic documents. The cover letter shall include:

- a. The solicitation number;
- b. The name, address, telephone and facsimile numbers, and e-mail addresses of the offeror.
- c. 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;
- d. Names, titles, phone numbers, facsimile numbers, and e-mail addresses of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation, and;
- e. Name, title, and signature of person authorized to sign the proposal.

11.1.2. The price proposal shall be in the format provided in the attachments, including the Price Schedule Sheet and the Price Schedule Breakdown Sheet. The price



proposal shall provide the total price and a price breakdown for the specified Divisions for this project.

11.1.2. Electronic documents shall be submitted in Microsoft Word and/or Microsoft Office Excel as applicable. An additional copy of all documentation shall be submitted using portable document format (.pdf).

#### **MINIMUM SUBMISSION REQUIREMENTS:**

In order to be considered for award, the offeror is required to submit, at a minimum, the following:

- Signed SF-1442.
- Signed Amendment(s) SF-30, if any.
- Solicitation provided Price Schedule and attached Price Schedule Breakdown Sheet that contains pricing for the entire requirement.
- Safety or Environmental Violations and Experience Modification Rate Information in accordance with the written instructions stated herein.
- Signed Limitations on Subcontracting Certificate of Compliance.

**12. SYSTEM FOR AWARD MANAGEMENT (SAM):** Contractors must ensure that their registration in SAM is up to date at time of proposal due date and prior to award of a task order. For more information, see the SAM website at <http://www.sam.gov>. A task order cannot be awarded to a contractor that is not registered and current in SAM.

#### **13. SAFETY OR ENVIRONMENTAL VIOLATIONS AND EXPERIENCE MODIFICATION RATE**

13.1. All Bidders/Offerors shall submit the following information pertaining to their past Safety and Environmental record. The information shall contain, at a minimum, a certification that the bidder/offeror has no more than three (3) serious, or one (1) repeat or one (1) willful OSHA or any EPA violation(s) in the past three years.

13.2. All Bidders/Offerors shall submit information regarding their current Experience Modification Rate (EMR) equal to or less than 1.0. This information shall be obtained from the bidder's/offeror's insurance company and be furnished on the insurance carrier's letterhead. Self-insured contractors or other contractors that cannot provide their EMR rating on insurance letterhead must obtain a rating from the National Council on Compensation Insurance, Inc. (NCCI) by completing/submitting form ERM-6 and providing the rating on letterhead from NCCI. Note: Self-insured contractors or other contractors that cannot provide EMR rating on insurance letterhead from the states or territories of CA, DE, MI, NJ, ND, OH, PA, WA, WY, and PR shall obtain their EMR rating from their state-run worker's compensation insurance rating bureau.

13.3. A Determination of Responsibility will be accomplished for the apparent awardee prior to processing the award. The above information, along with other information obtained from Government systems, such as the OSHA and EPA online inspection history databases will be used to make the Determination of Responsibility. Failure to affirm being within the guidelines above or submit this information may result in a determination of “Non-Responsibility” for the bidder/offeror. NOTE: Any information received by the Government that would cause for a negative Determination of Responsibility will make the bidder/offeror ineligible for award. This requirement is applicable to all subcontracting tiers, and prospective prime contractors are responsible for determining the responsibility of their prospective subcontractors.

#### **14. AVAILABILITY OF FUNDS**

14.1. Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. The Government anticipates funds will become available by 30 September 2022. If current Fiscal Year (FY22) funds become available, contract award will be made no later than 30 September 2022. If FY22 funds are not made available, the Government intends to fund this project with FY23 funds by 30 November 2022. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. Additionally, the Government reserves the right to cancel this solicitation, either before or after Request for Proposal closing date with no obligation to the offeror by the Government.

## CONTRACT CLAUSES

All applicable Clauses of the base IDIQ contract for each offeror are incorporated into this solicitation in full force and effect.

**FAR 52.222-23, NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999).** Goals for minority participation for each trade and Goals for female participation for each trade:

Minority: 0.5%; Female: 6.9%

**FAR 52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022)**

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

“United States” means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*).

“Worker”—

(1)(i) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and—

(A) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(B) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(ii) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(iii) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)(i) A worker performs *on* a contract if the worker directly performs the specific services called for by the contract; and

(ii) A worker performs *in connection with* a contract if the worker's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

*(b) Executive Order minimum wage rate.*

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$15.00 per hour beginning January 30, 2022.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on <https://www.sam.gov> (or any successor Web site), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a

worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a);

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b); and

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice.* The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at <http://www.dol.gov/agencies/whd/government-contracts>, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.*

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**VAAR 852.219-77 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING - CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (SEP 2021) (DEVIATION)** (see Attachment I Limitations of Subcontracting Cert of Compliance)

Attachment I must be completed, signed, and returned with the offeror's bid, quotation, or proposal.

## VHA Supplemental Contract Requirements for Combatting COVID-19

1. **Contractor employees who work in or travel to VHA locations must comply with the following:**
  - a. Documentation requirements:
    - 1) If fully vaccinated, contractors shall show proof of vaccination.
      - i. **NOTE:** *Acceptable proof of vaccination includes a signed record of immunization from a health care provider or pharmacy, a copy of the COVID-19 Vaccination Record Card (CDC Form MLS-319813\_r, published on September 3, 2020), or a copy of medical records documenting the vaccination.*
    - 2) If unvaccinated, contractors shall show negative COVID-19 test results dated within three calendar days prior to desired entry date. Test must be approved by the Food and Drug Administration (FDA) for emergency use or full approval. This includes tests available by a doctor's order or an FDA approved over-the-counter test that includes an affiliated telehealth service.
    - 3) Documentation cited in this section shall be digitally or physically maintained on each contractor employee while in a VA facility and is subject to inspection prior to entry to VA facilities and after entry for spot inspections by Contracting Officer Representatives (CORs) or other hospital personnel.
    - 4) Documentation will not be collected by the VA; contractors shall, at all times, adhere to and ensure compliance with federal laws designed to protect contractor employee health information and personally identifiable information.
2. **Contractor employees are subject to daily screening for COVID-19 and may be denied entry to VA facilities if they fail to pass screening protocols. As part of the screening process contractors may be asked screening questions found on the [COVID-19 Screening Tool](#). Check regularly for updates.**
  - a. Contractor employees who work away from VA locations, but who will have direct contact with VA patients shall self-screen utilizing the [COVID-19 Screening Tool](#), in advance, each day that they will have direct patient contact and in accordance with their person or persons who coordinate COVID-19 workplace safety efforts at covered contractor workplaces. Contractors shall, at all times, adhere to and ensure compliance with federal laws designed to protect contractor employee health information and personally identifiable information.



- 3. Contractor must immediately notify their COR or Contracting Officer if contract performance is jeopardized due to contractor employees being denied entry into VA Facilities.**

## **ATTACHMENTS:**

See attached document: Attachment A Price Schedule Sheet - 1 page.

See attached document: Attachment B Price Schedule Breakdown Sheet - 1 page.

See attached document: Attachment C Questions Request Form - 1 page.

See attached document: Attachment D Wage Determination MN20210130 dated 07-29-22-7 pages.

See attached document: Attachment E Final SOW and Amendment-62 pages.

See attached document: Attachment F Final Specifications R1-294 pages.

See attached document: Attachment G Final Drawings R1-94 pages.

See attached document: Attachment H Contractor Safety and EMR - 2 pages.

See attached document: Attachment I Limitations of Subcontracting Cert of Compliance - 2 pages.