5. PROJECT NUMBER (if applicable)

CODE

7. ADMINISTERED BY

2. AMENDMENT/MODIFICATION NUMBER

CODE

6. ISSUED BY

8. NAME AND ADDRESS OF CONTRACTOR

4. REQUISITION/PURCHASE REQ. NUMBER

3. EFFECTIVE DATE

9A. AMENDMENT OF SOLICITATION NUMBER

9B. DATED

PAGE OF PAGES

10A. MODIFICATION OF CONTRACT/ORDER NUMBER

10B. DATED

BPA NO.

1. CONTRACT ID CODE

FACILITY CODE

CODE

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers

**E. IMPORTANT:**

is extended,

(a) By completing Items 8 and 15, and returning \_\_\_\_\_\_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the

offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR

ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY

is not extended.

12. ACCOUNTING AND APPROPRIATION DATA

(REV. 11/2016)

is required to sign this document and return \_\_\_\_\_\_\_\_\_\_\_ copies to the issuing office.

is not,

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

15C. DATE SIGNED

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES

SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter

or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to

the opening hour and date specified.

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER

Contractor

16C. DATE SIGNED

14. DESCRIPTION OF AMENDMENT/MODIFICATION

16B. UNITED STATES OF AMERICA

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER

16A. NAME AND TITLE OF CONTRACTING OFFICER

15B. CONTRACTOR/OFFEROR

STANDARD FORM 30

PREVIOUS EDITION NOT USABLE

Prescribed by GSA - FAR (48 CFR) 53.243

(Type or print)

(Type or print)

(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

(Number, street, county, State and ZIP Code)

(If other than Item 6)

(Specify type of modification and authority)

(such as changes in paying office, appropriation date, etc.)

(If required)

(SEE ITEM 11)

(SEE ITEM 13)

(X)

CHECK

ONE

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,**

**IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

(Signature of person authorized to sign)

(Signature of Contracting Officer)

1

11

0003

666-18-103

36C259

Department of Veterans Affairs

Network Contracting Office

NCO 19

6162 South Willow Drive, Suite 300

Greenwood Village CO 80111

36C259

Department of Veterans Affairs

Network Contracting Office

NCO 19

6162 South Willow Drive, Suite 300

Greenwood Village CO 80111

To all Offerors/Bidders

36C25922R0006

11-05-2021

X

X

X

1

 December 13, 2021 @ 10:30 AM MT

x

1

The purpose of this amendment is as follows:

A) Implement the VHA Supplemental Contract Requirements for Ensuring Adequate COVID-19 Safety Protocols for Federal

Contractors. This includes updating the SOW and adding FAR 52.223-99 to the solicitation.

B) Extend the solicitation due date to 12/13/21 at 10:30 AM MT. All proposals are to be sent via email to

Christina.Beeler-Blackburn@va.gov.

All other items and conditions remain the same.

## A.1 Statement of Work

**Sheridan VAMC Building 64 Follow-On Renovation 666-18-103**

**VA Medical Center, Sheridan, WY**

**Introduction:**

Construction services are required to complete the renovation of the existing building 64, located on the Sheridan VA Medical Center Campus. Work shall be completed per the provided drawings and specifications. During the previous year’s construction on Building 64 to include the new addition. **Considerable changes to the original drawing and specifications are noted on the “For Construction” plans,** these changes included the removal of the renovation work within the existing building, excepting the necessary tie-in mechanical areas located on the basement, first and second floors that complement the new additions.

This follow-on project will pick up and complete the renovation of the existing building using the original design plans and the As-Constructed plans from the preceding project. Upon starting the project, the successful contractor shall confer with the Sheridan VA engineering staff to ensure that all aspects of the project are clearly understood prior to implementation.

**Statement of Work:**

Work shall include all aspects of the existing structure’s renovation project as described and detailed in the specifications and drawings. The successful contractor shall employ all necessary labor and expertise to complete the renovation of the specific areas in building 64 necessary to connect all required utility services to the new wing additions, and implement all needed construction disciplines to include but not limited to, site preparation, fabrication, framing, mechanical, electrical, plumbing, and all other professional construction practices for the renovation of an existing two story mental health residential facility for a complete project.

Additional work shall be included to renovate and upgrade the office spaces of the third floor. This floor was not included in the original plans and specifications. Work will include demolition, construction, and renovation elements. The third-floor design shall be included in the provided plans and specifications.

**Work will include:**

1. Some demolition, some site preparation, fabrication, framing, mechanical, electrical, plumbing, painting, finishing and renovation of the existing building 64 as specified in the drawings and specifications.

**Additive Alternates:**

1. Exterior landscaping: Add the costs of landscaping to include the surrounding areas of the new additions. Work to include all concrete, brickwork, fencing and vegetation as shown in plans and specs.

**General**

The Dept. of Veterans Affairs (VA) requires strict adherence to the Code of Federal Regulations 29, Part 1926. This includes the requirement that the contractor have a “Competent Person” on the job at all times (must have a 30-hour OSHA card), and that all contractor employees have received a minimum of ten (10) hours of OSHA construction safety training. Documentation of these requirements shall be submitted and approved prior to performing the work.

Contractor must submit a company Site Specific Safety Plan (SSSP) that must be approved by VA Safety prior to work beginning. This plan shall detail fire, construction, and health-related safety measures, in addition to listing Training Records for all employees for the previous year. A company standard or boilerplate safety plan will not be acceptable – plan should contain a detailed hazard analysis for each element of construction to be performed in the form of a Activity Hazard Analysis (AHA) or Job Hazard Analysis (JHA).

This entire project shall conform to 100% of all VA standards and specifications, OSHA, AIA Construction Guidelines, Joint Commission Environment of Care Standards, and applicable building codes.

The Contractor shall be responsible for the health and safety of their own employees. The VA will inform the Contractor of any hazards such as designated permit confined spaces, electrical hazards, etc. which may affect Contractor employees. The Contractor must take precautions appropriate for the safety of their employees as well as provide equipment necessary for these actions. Contractor employees will notify the VA Representative before entering a designated permit required confined space, so precautions can be taken in advance of the work.

The Contractor shall hold harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, in any way incident to, or arising out of the occupancy , use, service, operation or performance of work under the terms of the contract, resulting in whole or in part from the negligence acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

The Contractor shall adhere to VHA Directive 1192.01: Seasonal Influenza Vaccination Program for VHA Healthcare Personnel. The VHA Directive requires all HCP covered by the policy to receive the annual seasonal influenza vaccination. All contractors and subcontractors will follow COVID screenings and mask regulations per CDC policy and VHA Directives.

The Contractor is responsible for protection of existing finishes, and VA property (FF&E), located in the areas where preventative maintenance and repair work is being performed, as well as along paths of travel to and from these areas. Both exterior and interior finishes and property must be maintained. The contractor is liable for any damage to VA property during the contract. Any damage to existing finishes must be repaired by the Contractor to equal or greater quality than existing finishes. All tasks accomplished by the Contractor personnel will be performed to preclude damage or disfigurement of government-owned furnishing, fixtures, equipment and architectural or building structures. Contractor will report any damage or disfigurement to these items when caused by the Contractor’s personnel and will perform repairs or replace government-owned equipment, fixtures, furnishings, grounds and architectural or building structures to their previously existing condition.

**Project Management**

Based on the above list of work items, the general contractor selected must complete, maintain, and submit the following documentation and managerial requirements:

* Construction schedule including sequencing and durations.
	+ The schedule will be provided to the COR ten (10) working days prior to the start of work.
* Site-Specific Safety Plan (SSSP) with an emphasis on, but not limited to, demolition, installation, and safety. The SSSP must:
	+ Include a detailed description of how the work will be performed and be submitted with sketches, supporting documents, submittals etc.
	+ Include a Job-Safety-Analysis (JSA) for all tasks associated with Statement of Work (SOW)
	+ Be approved by VA-Safety prior to commencement of work.
* Maintain site supervision by a competent individual(s) with OSHA-30 certificates. OSHA-30 certified technician shall be onsite anytime work is being performed.
* Obtain VA identification PIV badges for all employees. Contractor to consider lead-time for badge procurement.
* Manage job-site access and security.
* Implement and maintain required ICRA and ILSM measures.

**Code & Regulation Compliance**

The Contractor shall comply with the public laws and statutes including all changes and amendments of federal, state, and local environmental statutes and regulations in effect of date of issuance of this delivery order, including, the applicable portions of the documents cited in the basic contract and below.

* National Fire Protection Association (NFPA):
* NFPA 99-2015 Healthcare Facilities Code
* NFPA 101 – Life Safety Code
* International Code Council (ICC): IBC: International Building, 2015
* Building Officials and Code Administrators International (BOCA), 1999
* International Conference of Building Officials (ICBO): UBC 1997: Uniform Building Code
* 29 CFR 1910 Occupational Safety and Health Standards
* 29 CFR 1926 Safety and Health Regulations for Construction
* Federal Occupational Safety and Health Act (OSHA)
* Underwriters Laboratories
* 2018 International Plumbing Code
* SBCCI Standard Plumbing Code

**Submittals**

Contractor shall submit the following prior to beginning scope of work:

* Project schedule with sequencing, durations, phasing, and cost loading within 10 working days of Notice to Proceed (NTP), and monthly with invoices.
* Site Specific Safety Plan (SSSP)
	+ SSSP to be submitted to VA Safety staff for review 10 working days after issuance of NTP.
	+ SSSP to be approved by VA Safety staff prior to start of construction activities.
* Construction Demolition Removal / Handover Plan
* Inspection reports, manufacturer approval certificates, and warranties.
* Penetration and or hot work permits as necessary.
* Manufacturer and construction warranties as noted in specifications.
* Project Schedule including sequencing and durations.
* SOV – Schedule of Value
* The schedule will be provided to COR 10 working days prior to start of the work.
* Site superintendent OSHA-30, and tradesmen/laborer OSHA-10 certificates. OSHA-30 certified technician shall be onsite anytime work is being performed.
* Material Submittals – Submit for COR approval
* Physical and electronic Redline drawings of the completed work.

Technical literature and/or descriptions of all materials, equipment and tools proposed for use by the Contractor shall be submitted to the Contracting Officer or his/her designee for approval prior to contract start and whenever a change is required. All Contractor-furnished materials, equipment and tools used shall be standard products all manufacturers regularly engaged in the production of such items. The Contractor shall secure all materials. The Government assumes no liability for loss of or damage to Contractor-owned property held upon Government premises.

Contractor shall submit hours worked, full report of completed piping which shall include: location, hours worked, the full name of Contractor’s employees on site, and digital photographs before and after work is completed. Reports shall be submitted within one day upon completion of work performed. Contractor will provide a completed redline drawing of the completed routing of piping. Reports shall be provided in hard copy as well as in an agreeable and compatible electronic format such as, but not limited to, pdf or Microsoft Word.

**Electronic/Digital Deliverables**

* CD set with above documents (Report, Summary Report, Handwritten Notes) in a PDF format.
* An electronic copy of redline drawings of the completed work in the latest AutoCAD version.

**Resources**

The Government will not furnish any resources for the fulfillment of the work required under this contract other than electricity for area where work is being conducted. Under this contract, the contractor must provide all tools, equipment, materials, transportation, professional expertise, personnel, supervision, and for testing and maintenance required for completion of this contract.

Contractor shall provide all necessary parts and equipment to complete the objective of this contract in accordance with manufacturer specifications. All new equipment including parts and labor shall be preapproved by the COR.

Technical literature and/or descriptions of all materials, equipment and tools proposed for use by the Contractor shall be submitted to the Contracting Officer or his/her designee for approval prior to contract start and whenever a change is required. All Contractor-furnished materials, equipment and tools used shall be standard products all manufacturers regularly engaged in the production of such items. The Contractor shall secure all materials. The Government assumes no liability for loss of or damage to Contractor-owned property held upon Government premises.

The Contractor shall instruct his/her personnel in utilities conservation practices. The Contractor shall be responsible for operating under conditions which preclude the waste of utilities which shall include but not necessarily be limited to:

* Lights shall be used only in areas where and at the time when work is actually being performed unless otherwise directed.
* Contractor’s personnel will not adjust mechanical equipment controls for heating, ventilation, and air conditioning systems.
* Government telephones shall not be used for personal reasons or for any toll or long-distance calls.

**Technician/Inspector Qualifications**

The Government reserves the right to accept or reject Contractor’s staff for cause. Documented prior the work, Contractor shall provide technicians throughout the contract qualified to perform work on plumbing systems. The Contractor shall notify the Government within 3 business days if it intends to replace a technician. At the time of notification, the Contractor shall submit all required certifications for all personnel working on the contract. In the event new, or replacement, personnel become involved in the contract, the Contractor must submit all required certification. Additions or changes in personnel require written approval of the Government. The Contractor shall have a back-up technician available in the event the primary technician is unable to perform his/her duties.

The Contractor will ensure their personnel and subcontractor personnel meet the privacy standards as set forth by HIPPA (Health Insurance Portability and Accountability Act of 1996) with respect to personal and confidential information that they may come upon, while contract work is being performed.

**Personnel Assignments**

The Contractor shall assign the appropriate quantity and type of personnel to successfully complete all functions specified in this SOW. The Contractor shall maintain throughout the life of this contract, a current list of technicians and their credentials available for inspection by the Government at any time.

**Acceptance Standards**

The VA reserves the right to dispute completion of contract scope if contract work is found not in accordance with manufacturer recommendations, is not satisfactorily executed, or if the system is not properly tested and inspected to achieve certification. All work completed by the Contractor must be reviewed and approved by the VA. Work must be approved for one location of each type of fixture prior to proceeding with all other locations specified. If conditions that exist that are not like the location previously approved the contractor shall get approval prior proceeding with work in locations with similar conditions.

**Safety and Prevention**

In the performance of this contract, the contractor shall take such safety precautions as necessary to protect the lives and health of occupants of the building.

The Contractor shall immediately correct any fire and safety deficiencies caused by his/her personnel. If the Contractor fails or refused to correct deficiencies promptly, the Contracting Officer may issue an order stopping all or any part of the work and hold the contractor in default of the contract.

The Contractor shall comply with applicable Federal, State and local safety and fire regulations and codes which are in effect at the beginning of the contract. The contractor shall keep abreast of and comply with changes in these requirements and codes applicable to the contract. The requirements include but are not limited to, those found in Federal and State Occupational Safety and Health Act (OSHA) statutes and regulations, such as applicable provisions of Title 29, Code of Federal Regulations (CFR) Parts 1910 and 1926. Contractor is solely responsible for determining the legal requirements that apply to activities, and shall ensure safe and healthful working conditions for its employees

The Contractor’s personnel shall follow applicable facility policies concerning fire/disaster programs.

All materials and equipment will be removed from the facility or stored properly at the end of the workday and secured during the workday. Under no circumstances will the Contractor allow for any equipment to be left unattended for any length of time.

The Contractor shall comply with all applicable Federal, State and local legal requirements regarding workers health and safety.

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

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

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

The necessary number and appropriate types of portable fire extinguishers are required per National Fire Protection Agency (NFPA) 10 and NFPA 241. Contractor shall keep certification onsite at all times of extinguisher inspections.

The Contractor shall receive from the COR a permit for all cutting, welding, and soldering 24 hours in advance. All permits shall be prominently displayed during all construction.

All necessary precautions shall be taken by the contractor to prevent accidental operation of any existing smoke detectors or sprinkler heads.

The Contractor shall assume responsibility of environmental protection of all material storage.

“**VHA Supplemental Contract Requirements for Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors**

1. **Contractor employees who work in or travel to VHA locations must comply with the following:**
2. Documentation requirements:
	1. If fully vaccinated, shall show proof of vaccination
		1. **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 and granted a medical or religious exception, 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.
	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.
3. **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 following website:**[**COVID-19 Screening Tool**](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.va.gov%2Fcovid19screen%2F&data=04%7C01%7C%7Ce029ca76bc8d40c47bdf08d98e66a06f%7Ce95f1b23abaf45ee821db7ab251ab3bf%7C0%7C0%7C637697393716634906%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=JYJvw1hFR3yIa%2B2TcWBvb3msptVzsLIqYC4uULk1R6M%3D&reserved=0)**.  Regularly check the website for updates.**
4. Contractor employees who work away from VA locations, but who will have direct patient contact with VA patients shall self-screen utilizing the [COVID-19 Screening Tool](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.va.gov%2Fcovid19screen%2F&data=04%7C01%7C%7Ce029ca76bc8d40c47bdf08d98e66a06f%7Ce95f1b23abaf45ee821db7ab251ab3bf%7C0%7C0%7C637697393716644862%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=AVfpzzQEyGt37gw3dk7IZF2SmMBHTgit1qo9fCMXkGI%3D&reserved=0), 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.
5. **Contractor must immediately notify their COR or Contracting Officer if contract performance is jeopardized due to contractor employees being denied entry into VA Facilities.”**

**Accident Prevention**

Precaution shall always be exercised for the protection of persons (including employees) and property. These shall include, but not be limited to, the installation of adequate safety guards and protective devices for all equipment and machinery, whether used in the performance of work or permanently installed as part of the work. Contractor shall comply with all applicable laws relating to safety precautions, including the safety regulations of the Division of Industrial Safety, Department of Industrial Regulations of the state.

**Environmental Protection**

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

The Contractor is responsible for daily cleanup of all areas affected by its work. Areas in use or affected shall be returned to condition in which they were turned over or initially found. VA Housekeeping shall not be dispatched for cleaning associated with contractor work.

The Contractor shall take every precaution in preserving flooring, finishes, equipment, and furniture in areas of work. The Contractor shall repair or replace any damage incurred during its work at their expense.

Contractor shall use freight elevators for transmission of materials and personnel. Contractor shall take every precaution in preserving the elevators, including the hoist way and lobby doors, interior finishes, and shall conduct all good practices in observing lifting and motor components tolerances. Any damage incurred to any elevator component due to negligence will be repaired at expense of the contractor, within the workday of incurred damage.

**Work Standards and ICRA/ILSM**

Work site shall be free of debris and returned to original condition upon completion of preventative maintenance or repairs.

All work is to be performed in areas used daily by facility clients and staff. Contractor will take suitable measures to control all material and equipment to produce a minimum of interference in facility routine. All work shall be performed in a safe and prudent manner.

Contractor shall so perform all work as to offer the least possible obstruction and inconvenience to staff and the public and shall have under construction no greater amount of work than can be completed promptly and properly with due regard to the rights of staff and the public. Any person the COR may deem incompetent or disorderly shall be promptly removed from the facility and not be allowed to return for the duration of the agreement.

The Contractor shall comply with an Infection Control Risk Assessment (ICRA) which will be

developed with the COR and the Infection Control Practitioner. Multiple ICRA’s may be necessary to address specific risks at various stages of the project and must be approved prior to proceeding on each phase.

**Hazardous Material Reporting**

The Contractor shall maintain hazardous material inventories and material safety data sheets
(MSDS) for all hazardous materials (as defined in CFR 1910.120, 40 CFR’s 355, 370, & 372) to be stored and used on this Medical Center. Hazardous materials must be inventoried when received and at the project’s completion. The amounts used shall be maintained for the project duration, and for the calendar year (ending 31 December).

Hazardous Materials Inventories, Material Safety Data Sheets and material quantities used shall be submitted to the Contracting Officer for approval.

In the event of a spill, Contractor shall immediately notify the Contracting Officer’s Representative as well as the Contracting Officer. The Contractor shall be solely responsible for the expense of any cleanup of such spill, and the cleanup shall be in accordance with the applicable provisions of 40 CFR Part 761.

If contractor locates suspected ACM in addition to material noted in report, they shall contact the COR immediately for further direction. If any ACM is disturbed or becomes friable due to contractor actions, the construction site shall be shut down until and contractor shall provide appropriate containment at their own expense. In addition, contractor shall be responsible for all abatement and disposal of affected material at their own expense, only after which the job site shall be reopened for continued work. In the event of an ACM disturbance event, the COR shall be immediately notified and shall provide specifications on asbestos abatement. If testing determines asbestos abatement is required, a modification to awarded contract will be processed to cover the cost of identified abatement.

**Hours of Work**

The hours of work shall take place during the normal business hours of 7:30 AM and 4:00 PM, Monday through Friday, Federal Holidays excluded. Request for weekend, after-hour, and Federal holiday work is permitted with a request in writing submitted beforehand. Off hours are not to billed as overtime. Federal Holidays and any other day declared a federal holiday by the President of the United States are defined below.

New Year’s Day Martin Luther King Jr’s Day Presidents Day

Memorial Day Independence Day Labor Day

Columbus Day Veterans Day Thanksgiving Day

Christmas Day Juneteenth Day

If a holiday falls on Sunday, the following Monday will be observed as the National Holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a National Holiday by the U.S. Government.

All work is to have a limited impact on the facility, veterans, and employees. This may require evening or weekend hours and will be identified in the schedule. All after hours work should be scheduled in advance.

Postponement/Delays: In the event climate or weather conditions become unsuitable for work or may induce an environmental hazard, then the entire work shall be rescheduled to a date and time satisfactory to the Contractor and the COR. Postponement due to inclement weather will not cause assessment of the penalty provision outlined above, nor should there be an additional cost to the Government.

All work shall be scheduled and performed within the date and time approved by the COR, in conjunction with the department occupying the space served by this equipment.

**Badges and Parking**

All Contractor personnel are required comply with VAAR 852.273-74 (Available online at VA Technical Information Library) which covers the following requirements: background checks, and the wearing of identification (I. D.) badges issued by the VA Sheridan VAMC. Contractor must acquire badge, of appropriate level, for all staff onsite prior to work beginning. While on VA Facilities grounds, temporary or official I.D. badges shall be worn continuously. Failure of the background check may result in specific personnel being disallowed to work on VA premises and the Contractor will need to provide replacement personnel.

It is the responsibility of the Contractor’s personnel to park in the appropriate designated parking areas. The designated parking area will be specified by COR and VA Police upon award of contract. While performing under this contract, all vehicles used by the contractor shall be locked and the keys removed when not in use. This is intended to protect the contractor’s property and the safety of the patients at the medical center. Due to parking constraints, the number of contractor vehicles on site might be limited per the COR or VA Police.

**Personnel Qualifications**

The Government reserves the right to accept or reject Contractor’s staff for cause.

All inspectors/testers shall hold current OSHA 10/30 certification and membership. Documentation of this to be submitted by the Contractor to the COR prior to beginning project work. A competent person with OSHA 30 certification must be on site at all times.

Supervision: The Contractor shall specify a Project Manager who will have responsibility for performance of contract services. The Project Manager shall be competent to supervise all aspects of contract and shall be available on-site during performance of contract work. The Contracting Officer shall be notified in writing of the names of the Project Manager and of changes in personnel appointed to fulfill this function or in the absence of the Contractor, act for the Contractor as the Contractor’s Representative.

The Contractor shall have a back-up technician in the event the primary technician is unable to perform his/her duties.

The Contractor will ensure that their personnel and subcontractor personnel meet the privacy standards as set forth by HIPAA (Health Insurance Portability and Accountability Act of 1996) with respect to personal and confidential information that they may come upon.

All personnel required to hold OSHA 10 certification as a minimum.

**Quality Control**

The Contractor shall have a quality control program to assure the requirements of this contract are provided as specified. The Contractor and COR will inspect the work. Deficiencies will be noted and corrected before beginning work in another area. Any damage done by Contractor will also be noted and corrected by the Contractor within 2 working days. Damage causing an immediate impact on the environment of the hospital shall be corrected immediately.

**Acceptance Standards**

Completed work will be to the entire satisfaction of the VA and the COR shall be the sole
judge as to its acceptability. Any work not acceptable to the COR, shall be immediately, at
Contractor’s own expense, refashioned to an acceptable level.

**Personnel Assignment**

The Contractor shall assign the appropriate quantity and type of personnel to successfully complete all functions specified in this SOW within the designated period of performance. The Contractor shall maintain throughout the life of this contract, a current list of laborers, tradesmen, superintendents, etc., and their credentials available for inspection by the Government at any time.

**Keys**

a. Keys: The COR shall provide the Contractor access to all buildings and rooms required in the provisions of this contract. The Contractor shall notify the COR when leaving these areas.

b. Clearances/Access Controls: Contractor and all personnel shall comply with the security clearances or access controls of areas within the Medical Center. In the event that the Contractor has to obtain access to areas that require special security precautions the COR will notify the contractor prior to access.

**Period of Performance**

Government intends to issue NTP immediately after kickoff meeting with Contractor. The period of performance for this contract is four hundred and ten (410) calendar days. The period of performance includes forty-five (45) days anticipated to complete initial administrative tasks.

\*\*End of Statement of Work\*\*

## A.2 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors.

**ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)**

1. *Definition*. As used in this clause -

*United States or its outlying areas* means—

* 1. The fifty States;
	2. The District of Columbia;
	3. The commonwealths of Puerto Rico and the Northern Mariana Islands;
	4. The territories of American Samoa, Guam, and the United States Virgin Islands; and
	5. The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.
1. *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).
2. *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at [https:/www.saferfederalworkforce.gov/contractors/](https://www.saferfederalworkforce.gov/contractors/).
3. *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)