

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	36C24418B0529	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	06-27-2018	1 95

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

4. CONTRACT NUMBER		5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER 646-13-105
7. ISSUED BY Department of Veterans Affairs Network Contracting Office 4	CODE 00244	8. ADDRESS OFFER TO See attached delivery schedule	
9. FOR INFORMATION CALL:	a. NAME BILL MATELAN	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 412-822-3769	

#### 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 PROJECT # 646-13-105, "MASTER WAYFINDING", at the Veterans Affairs Pittsburgh Healthcare System (VAPHS) University Drive C, Pittsburgh PA 15206 and 1010 Delafield Road Pittsburgh PA 15215.

This solicitation is 100% set-aside for Service-Disabled Veteran Owned Small Businesses (SDVOSB)

THE NAICS FOR THIS PROCUREMENT IS 236220 AND THE SMALL BUSINESS SIZE STANDARD IS \$33.5 MILLION

The Magnitude of Construction \$1,000,000 to \$5,000,000

Award will be made (in accordance with FAR 9.104 "STANDARDS") to that responsible bidder whose bid, conforming to the invitation for bids, is determined to be technically acceptable and which represents the best value to the Government considering only price and the price-related factors included in the invitation

This work is to be performed in accordance with the specifications and drawings developed by the architect, Wayfinding Associates LLC, which are attached to and made part of this solicitation.

REFER TO PAGES 9 AND 44 FOR INFORMATION REGARDING THE PRE-BID SITE VISIT

The Contractor shall be responsible for the correct title classification of their workers and compliance with all applicable wage rates

ALL BIDS MUST BE RECEIVED NO LATER THAN 12:00 noon on July 30, 2018, when a public bid opening will be held in Conference Room 2A255 at VAPHS 1010 Delafield Road, Pittsburgh, PA 15215. Bids may be delivered in person or sent via USPS or a delivery service to: WILLIAM MATELAN / VAPHS / 1010 DELAFIELD ROAD / PITTSBURGH PA 15235

ANY BIDS RECEIVED AFTER THE TIME SPECIFIED WILL BE CONSIDERED NONCOMPLIANT AND INVALID

FAXED AND/OR EMAILED BIDS WILL NOT BE ACCEPTED

11. The Contractor shall begin performance within 10 calendar days and complete it within 540 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?  
(If "YES," indicate within how many calendar days after award in Item 12B.)

☒ YES ☐ NO

12b. CALENDAR DAYS

5

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- Sealed offers in original and 0 copies to perform the work required are due at the place specified in Item 8 by 12:00 NOON (hour) local time 07-30-2018 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due.
- An offer guarantee ☒ is, ☐ is not required.
- All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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

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

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is accepted by the Government in writing within 120 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

AMOUNTS

ENTER PRICING AND AMENDMENT ACKNOWLEDGMENTS ON THE BID  
SCHEDULE - PAGE 5 OF THIS SOLICITATION

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

**19. ACKNOWLEDGMENT OF AMENDMENTS**

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

AMENDMENT NUMBER										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
(Type or print)

20b. SIGNATURE

20c. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
(4 copies unless otherwise specified)

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

00244

Department of Veterans Affairs  
Network Contracting Office 4

27. PAYMENT WILL BE MADE BY  
Austin Payment Center  
Department of Veterans Affairs

PO Box 149971  
Austin TX 78714-9971

PHONE: (877) 353-9791

FAX: (512) 460-5429

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

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED  
TO SIGN (Type or print)

31a. NAME OF CONTRACTING OFFICER (Type or print)

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

31c. AWARD DATE

BY

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**BID SCHEDULE**

The Government intends to award a firm, fixed-price contract to the responsive / responsible offeror who submits the lowest offer for BID ITEM 1 / BASE BID.

In the event that adequate funding is not available for the Base Bid, award will be made on BID ITEM 2 / BID ALTERNATE 1 or BID ITEM 3/BID ALTERNATE 2 or BID ITEM 4 / BID ALTERNATE 3, depending on available funding.

**BID ITEM 1 / BASE BID:** (as described in Specification section 01 00 00 / 1.3 / A)

Provide complete signage system including support and anchor components, consistent with the Drawings, Project Manual and all references listed. Provide electrical power and data circuits to any and all illuminated signs. Provide data circuits to smart signs. Remove all existing signs replaced by the associated new signs. All work is to be performed in accordance with the Drawings and Specifications as prepared by the architect, Wayfinding Associates LLC.

AMOUNT OF BID (NUMERICAL): \_\_\_\_\_

AMOUNT OF BID (WRITTEN): \_\_\_\_\_

ACKNOWLEDGEMENT OF AMENDMENTS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**BID ITEM 2 / BID ALTERNATE 1:**

Contractor shall perform all work as described in Bid Item 1 (Base Bid) except:

Delete all work associated with Buildings HZ-32 / HZ-52 / HZ-53 at Heinz Campus

AMOUNT OF BID (NUMERICAL): \_\_\_\_\_

AMOUNT OF BID (WRITTEN): \_\_\_\_\_

**BID ITEM 3/ BID ALTERNATE 2:**

Contractor shall perform all work as described in Bid Item 2 except:

1. Use Aluminum Skirt Bases instead of Aluminum Skirt Bases at University Drive for sign types:

UX-i3, UX-iW1, UX-iW2, UX-iW3, UX-W1, UX-W3, UX-W4

2. Use Aluminum Skirt Bases instead of Aluminum Skirt Bases at Heinz for sign types:

HX-i1, HX-i3, HX-i3n, HX-W1, HX-W2, HX-W3

AMOUNT OF BID (NUMERICAL): \_\_\_\_\_

AMOUNT OF BID (WRITTEN): \_\_\_\_\_

**BID ITEM 4/ BID ALTERNATE 3:**

Contractor shall perform all work as described in Bid Item 3 except:

- 1. Delete all work associated with and located in the following buildings at HZ campus:

HZ-63 / HZ-64 / HZ-65 / HZ-66 / HZ-67 / HZ-68 / HZ-69

- 2. Delete the following from Building 71 at Heinz:

ROOM SIGNS ONLY: Primary room ID, Patient room ID, Patient bed sign,  
Room sign with indicator (References sign types: i3, i5, i5.1, i8, i9, i10).

AMOUNT OF BID (NUMERICAL): \_\_\_\_\_

AMOUNT OF BID (WRITTEN): \_\_\_\_\_

**BID ITEM 5 / BID ALTERNATE 4:**

Contractor shall perform all work as described in Bid Item 4 except:

- 1. Delete all work associated with Unit “C” signs 115 through 119 (inclusive) on the Ground floor South area of Building 50 at HZ
- 2. Delete all work associated with “CODE & LIFE SAFETY ”sign types L2 through L10 (inclusive) / N2 / N3 / N4 / N7 / N7v / N8 / N15 / R1 through R10 (inclusive)

AMOUNT OF BID (NUMERICAL): \_\_\_\_\_

AMOUNT OF BID (WRITTEN): \_\_\_\_\_

\*\*\*\*\*

COMPANY NAME: \_\_\_\_\_

CONTRACTORS SIGNATURE & DATE: \_\_\_\_\_

CONTRACTOR’S PRINTED NAME: \_\_\_\_\_

# INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS

## **TRAINING**

All employees of the general Contractor and Subcontractors shall have the 10-hour OSHA certified construction safety course. The General Contractor's competent person shall have completed the 30-hour OSHA certified construction safety course. Documentation of training shall be submitted to the Contracting Officer (CO) and Contracting Officer's Representative (COR) for review and approval prior to any work being performed. There shall be no exceptions to this requirement.

FAILURE TO PRESENT THE PROPER TRAINING DOCUMENTATION UPON THE CONTRACTING OFFICER'S/COR'S REQUEST WILL RESULT IN THE INDIVIDUAL BEING REMOVED FROM THE JOB; THE INDIVIDUAL MAY ONLY RETURN AFTER THE PROPER DOCUMENTATION HAS BEEN PROVIDED. THERE SHALL BE NO EXCEPTIONS TO THIS REQUIREMENT.

## **TB TESTING**

It is the responsibility of the Contractor to provide TB training annually and a TWO-STEP PPD test annually for all personnel providing services at the VA Medical Center. Proof of TB testing showing a negative indication of TB must be provided to the CO/COR before work may begin.

FAILURE TO PRESENT THE PROPER TRAINING DOCUMENTATION WILL RESULT IN THE INDIVIDUAL BEING REMOVED FROM THE JOB; THE INDIVIDUAL MAY ONLY RETURN AFTER THE PROPER DOCUMENTATION HAS BEEN PROVIDED. THERE SHALL BE NO EXCEPTIONS TO THIS REQUIREMENT.

## **DETERMINATION OF RESPONSIBILITY**

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 may result in a determination of "Non-Responsibility" for the bidder/offeree. This requirement is applicable to all subcontracting tiers, and prospective prime Contractors are responsible for determining the responsibility of their prospective Subcontractors.

## **POST AWARD - SUBCONTRACTOR SAFETY AND ENVIRONMENTAL VIOLATIONS & EMR**

This directive is applicable to prime contractors and all subcontracting tiers. IAW FAR 9.104-4 Subcontractor Responsibility Matters, prospective contractors are responsible for determining the responsibility of their prospective subcontractors. After award, prime contractors are responsible for ensuring subcontractors have no more than three (3) serious, one (1) repeat or one (1) willful OSHA or any EPA violation(s) in the past three years and EMR equal to or less than 1.0.

## **PRIVACY AND CONFIDENTIALITY**

Contractors to the Department of Veteran Affairs may be unintentionally exposed to sensitive information. Information maybe overheard, seen on documents or electronic devices, or observed that could potentially violate the privacy and confidentiality of our veterans, employees, volunteers, and their families. Regulations such as, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Freedom of Information Act (FOIA) and Privacy Act of 1974 have been enacted to protect sensitive information from being improperly disclosed. Information should not be divulged or released to anyone unless specifically authorized by this agreement or its attached documents in accordance with the contracted services. Failure to comply with applicable statutes and regulation can result in the termination of this contract and civil and criminal penalties, including fines and imprisonment. All suspected or actual breeches of the privacy and confidential should be reported immediately to the Contracting Officer, Contracting Officer's Representative (COR) or the Facility Privacy Officer.

**KEYS**

All keys provided the Contractor or any Subcontractor for use during the project shall be returned to the COR at completion of the work or upon request. No keys shall be reproduced by the Contractor or any Subcontractor. There shall be a charge for each key that is lost or not returned to the COR.

**CONTRACTOR NORMAL WORK HOURS**

The Contractor work hours are from 7:00 am to 4:30 pm, Monday through Friday, excluding federal holidays. Federal holidays that fall on a non-work day –Saturday or Sunday—the holiday usually is observed on Monday if the holiday is on Sunday or on Friday if the holiday is on Saturday. The Contractor may request authorization from the Contracting Officer to work an alternate schedule and/or on holidays. This project may require the Contractor to work other than “normal work hours”. Any work done during “other than normal” work hours shall be done at no additional cost to the Government. However, the Contracting Officer reserves the right to deny or authorize the Contractor’s request at his or her discretion considering the best interest of the Government. All federal holidays are observed as non -work days. Federal holidays can be found on the following web site: [www.opm.gov/operating\\_status\\_schedules/fedhol/2012.asp](http://www.opm.gov/operating_status_schedules/fedhol/2012.asp). REFER TO SPEC SECTION 01 01 10 / 2.0 / B FOR WORKING HOURS SPECIFIC TO THIS PROJECT.

**MEETING MINUTES:**

The construction contractor shall be responsible for taking complete and accurate minutes of each and every meeting at which a representative of the project design firm is not present. The minutes shall be submitted to the COR and/or the CO for review. The minutes shall become official only after being approved by the COR and/or the CO.

**SITE SUPERVISOR:**

The Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor. **The superintendent shall be a direct employee of the contracting company to which the project is awarded and may not be a subcontractor or employee of any subcontractor.** The superintendent must be on site during all normal working hours and/or whenever employees from the contractor and/or any subcontractor are on site. If the supervisor should not be present and on site when anyone is working, the COR will instruct all personnel to stop working and leave the site immediately and to not return until the superintendent is back onsite. Any production time lost because of the lack of a supervisor will be the responsibility of the contractor and will incur no additional cost to the VA. If the Contracting Officer determines, at any time during performance of this contract, that the actions and/or performance of the site superintendent does not meet the standards of the VA, the COR, and/or the CO, it shall be the contracting officer’s sole decision and at his sole discretion to require the Contractor to replace the current site superintendent with one who is “satisfactory to the Contracting Officer”.

**The following information must be included with the offeror’s bid package:**

1. Duns & Bradstreet Number
2. Tax ID Number
3. Copy of the firm's Registration on [www.vip.vetbiz.gov](http://www.vip.vetbiz.gov)
4. Experience Modification Rate (EMR) Certification from Insurance Company and OSHA/EPA violation Information
5. Bid Sheet

### **NOTICE OF PRE-BID SITE VISIT**

Interested Contractors are highly encouraged to attend the pre-proposal site visit which will be held on **TUESDAY JULY 10, 2018 at 11:00 AM** at the VA Pittsburgh Healthcare System / University Drive C / Pittsburgh PA 15240 / Conference Room AN220 / ground floor in building one..

Interested parties are requested to submit questions and requests for clarification via email to the Contracting Officer no later than **COB on JULY 16, 2018**. All responses will be posted as an amendment to the solicitation and shall become part of the solicitation and any resulting contract

### **NOTICE OF PUBLIC BID OPENING**

A public bid opening will be held on **July 30, 2018 at 12:00 noon** in Conference Room 2A255 at VAPHS / 1010 Delafield Road / Pittsburgh PA 15215. ALL BIDS ARE DUE NO LATER THAN THIS TIME.

### **REMOVAL OF SECTIONS AT TIME OF AWARD**

Instructions, Conditions and Other Statements to Bidders/Offerors; and Representations and Certifications will be removed as a result of an award, but will be deemed to be incorporated by reference in that award.

### **FORMAL COMMUNICATION, OFFEROR EXPLANATIONS**

All requests by any offeror regarding the meaning or interpretation of the solicitation; proposals; drawings; specifications; etc. must be requested in writing via email and received by the Contracting Officer no later than seven working days before the closing date of the solicitation so that the requested information may be posted to <http://www.fbo.gov> for the benefit of all potential bidders.

### **REGISTRATION WITH CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS)**

As prescribed in Federal Acquisition Regulation (FAR) Part 42.15, the Department of Veterans Affairs (VA) evaluates contractors past performance on all construction contracts that exceed \$700,000 and shares those evaluations with other Federal Government contract specialists and procurement officials. The FAR requires that the contractor be provided an opportunity to comment on past performance evaluations prior to each report closing. To fulfill this requirement VA uses an online database, the Contractor Performance Assessment Rating System (CPARS) which is maintained by the Naval Sea Systems Command (NAVSEA). The CPARS database information is shared with the Federal Awardee Performance and Integrity Information System (FAPIS) database, which is available to all Federal agencies.

Each contractor whose contract award is estimated to exceed \$700,000 is required to register with the NAVSEA CPARS database at the following web address: <http://www.cpars.gov/cparsmain.htm> Registration should occur no later than thirty days after contract award, and must be kept current should there be any change to the contractor's registered representative.

For contracts exceeding one year, the contracting officer will evaluate the contractor's performance annually. Interim reports will be filed each year until the last year of the contract, when the final report will be completed. The report shall be assigned in CPARS to the contractor's designated representative for comment. The contractor representative will have thirty days to submit any comments and reassign the report to the VA contracting officer.

Failure to have a current registration with the NAVSEA CPARS database, or to reassign the report to the VA contracting officer within those thirty days, will result in the Government's evaluation being placed on file in the database with a statement that the contractor failed to respond.

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

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.

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 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 state of PA shall obtain their EMR rating from their state run worker's compensation insurance rating bureau.

The "Contractor Pre-Award OSHA Evaluation Form" (included in this section) must be completed and returned with all bids.

**THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH SUBMISSION OF ALL FORMS REQUIRED BY VAPHS FOR THE DURATION OF THE PROJECT.**

**COMPLETE & SUBMIT WITH BID****Contractor Pre-Award OSHA Evaluation Form**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Contact: \_\_\_\_\_

1. Utilizing your OSHA 300 Forms, please complete the following information:

<b>Category</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
Number of man hours (jobsite and office).				
Number of cases involving days away from work, restricted activity, or both (Column H and I of OSHA 300).				
Days away, restricted, or transferred rate (# of days away, restricted, or transferred cases x 200,000/# of man hours) (DART Rate).				
Number of serious, willful, or repeat violations from OSHA within the last 3 years. Please attach explanation for any violations. (Four serious, one repeat, or one willful disqualifies the Contractor.)				

Please attach copies of the following documents: OSHA 300 and 300a Forms. These forms can be accessed through the OSHA publications search page: <http://www.osha.gov/pls/publications/publication.html>.

2. Provide your six-digit North American Industrial Classification System (NAICS) Code for this acquisition: \_\_\_\_\_

3. Who administers your company's Safety and Health Program? \_\_\_\_\_

4. Company's Insurance Experience Modification Rate (EMR) for the past 3 years (an EMR of greater than 1.0 disqualifies the Contractor): \_\_\_\_\_

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

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

Printed Name and Title: \_\_\_\_\_

## **VA Pittsburgh Healthcare System (VAPHS) Medical Center Requirements**

### **1.0 GENERAL INTENTION:**

- A. This section pertains to station policy for construction projects performed at the VA Pittsburgh Health Care System. Safety and health concerns are taken seriously. Both our staff and yours are expected to strictly adhere to the regulations and requirements. This is exceedingly important, since we must be primarily concerned for the safety of our patients. In this regard, OSHA Standards may protect worker safety and health, but they have minimal benefit for protecting the safety and health of our patients, due primarily to their differing medical conditions. Review this information as orientation with your personnel performing work on site is a condition of this contract. Where the requirements as outlined in this and other specification sections are differing, the more stringent and beneficial to the VA Pittsburgh Healthcare System shall apply.

### **2.0 REQUIREMENTS**

#### **A. Security**

1. Secure all construction areas, especially mechanical and electrical rooms against entry of unauthorized individuals including patients.
2. Notify the COR for permission to work after hours and weekends. Standard work hours for the medical center are Monday – Friday, 7:00 a.m. to 4:30 p.m.
3. All contractors will wear and display VA contractor badges provided by the VA Police Department.
4. Only a limited number of keys will be issued to the contractor.
5. If the Contractor loses a key, all areas that are required to be keyed for the security of the medical center , will be re-keyed at the Contractor's expense at a charge of \$50 per key and \$50 per change. Any and all new keys required to be issued for security of the medical center will be completed at the Contractor's expense.
6. Ensure all doors leading to and from the construction areas are locked at all times to prevent access to the area from unauthorized persons.
7. The COR is responsible for ensuring that all Contractors comply with physical security policies. COR will ensure contractor gets required security badge. A compliant ID badge must be worn by Contractors at all times while on VA premises.
8. Contractor may not have access to the VA network or any VA sensitive information under this contract.
9. All Contractor and subcontractors employees s must receive Privacy training annually using one of the following methods:
  - a) Complete “VA Privacy Training for Personnel without Access to VA Computer Systems or Direct Access to or Use to VA Sensitive Information” training by using VA’s TMS system (<https://www.tms.va.gov/>). Contractors may use the TMS Managed Self Enrollment method to complete the training in Talent Management System (TMS).
  - b) Complete the hard copy version of “VA Privacy Training for Personnel without Access to VA Computer Systems or Direct Access to or Use to VA Sensitive Information”. Signed training documents must be submitted to the COR.
  - c) Training must be completed prior to the performance of the contract and annually thereafter. Proof of training completion must be verified and tracked by the COR.

#### **B. Patient Privacy**

1. Before entering a patient care room, receive permission and instructions from the nurse in charge. Respect the privacy of all patients. Remember, the patients at VAPHS are veterans who have served to protect our country.

### C. General Safety

1. Follow all federal, state and local safety and health regulations.
2. Maintain safety in the construction site/area in accordance with the provisions of the contract, which includes the OSHA Regulations, National Electrical Codes. NFPA 70, National Electric Code and NFPA 101, Life Safety Code. Work in a safe manner and take all proper precautions while performing your work. Extra precautions shall be taken when working around persons occupying the building during construction.
3. Provide Personal Preventive Equipment (PPE) for your employees.
4. Post appropriate signs in specific hazardous areas. Contractor to post construction warning signs at each entrance to area.
5. Keep tools, ladders, etc. away from patients to prevent injuries.
6. For Tuberculosis - Review of all contract worker Tuberculosis (TB) screening requirements and options (reference VHA Directive 2011-036 Safety and Health during Construction). Contractor is required to annual certify all Contractors working on VAPHS have documented screening for latent Tuberculosis within the last 12 months and every 12 months thereafter while working at VAPHS. If screening for latent Tuberculosis is positive, clearance from a physician is required prior to working at VAPHS. The Contractor shall also be notified that anyone failing to meet these requirements is not permitted to work onsite and/or may be removed at any time without notice until these requirements are met. Provide evidence to respective COR.
7. For Influenza - Per VHA Directive 1192, all Contractors working at VAPHS are required to show documentation of annual seasonal Influenza vaccination. Provide evidence to respective COR.

### D. Security and Privacy Requirements

1. The COR is responsible for ensuring that all Contractors comply with physical security policies. COR will ensure Contractor gets required security badge. A compliant ID badge must be worn by Contractors at all times while on VA premises.
2. Contractor may not have access to the VA network or any VA sensitive information under this contract.
3. All Contractors must receive Privacy training annually using one of the following methods:
  - a) Complete "VA Privacy Training for Personnel without Access to VA Computer Systems or Direct Access to or Use to VA Sensitive Information" training by using VA's TMS system (<https://www.tms.va.gov/>). Contractors may use the TMS Managed Self Enrollment method to complete the training in Talent Management System (TMS).
  - b) Complete the hard copy version of "VA Privacy Training for Personnel without Access to VA Computer Systems or Direct Access to or Use to VA Sensitive Information". Signed training documents must be submitted to the COR.
  - c) Training must be completed prior to the performance of the contract and annually thereafter. Proof of training completion must be verified and tracked by the COR.

### E. Safety Inspections:

1. The professional Occupational Safety & Health staff at this facility will perform Safety inspections of all contract operations. Written reports of unsafe practices or conditions will be reported to the Contracting Officers Representative (COR) and Contracting Officer for immediate attention and resolution.

2. VAPHS inspectors will perform continuous inspections of the work site in accordance with contract requirements. All deficiencies noted by the VAPHS inspectors will be reported to COR for contractor correction.
3. Review of the Contract Workers Safety Information (Attachment A) as well as any other location-specific information which should be disseminated to all contractor personnel who will work onsite.

F. Fire Alarms:

1. The fire alarm system connects all buildings at this facility, and is activated by various heat, duct, manual pull stations, and smoke sensors. Manual pull stations are provided at each entrance. Please survey the area in which you are working to locate the manual pull stations.
2. If in the event of a fire alarm sounding, staff to remain in their area, unless medical center personnel (Safety, Nursing or Engineering) instructs otherwise or unless a fire situation is in your area, in which case you should immediately evacuate.
3. Any work involving the fire protection systems will require written permission to proceed from the COR. Do not tamper with or otherwise disturb any fire alarm system components without prior written permission.

G. Hazardous Materials:

1. Many of the operations may involve the use of hazardous materials. Prior to bringing hazardous materials on site, all Material Safety Data Sheets will be submitted through the COR for evaluation by the facilities Industrial Hygienist/Safety Representative.
2. Storage of hazardous materials within buildings will be minimal with only enough on hand to perform daily work tasks. Flammable materials will either be removed from buildings at the end of the work shift or stored in approved flammable storage containers.
3. Care must be taken to assure adequate ventilation to remove vapors of hazardous materials in use. Many of the patients being cared for in the facility are susceptible to environmental contaminants, even when odors seem minimal. Isolate those areas where vapors are produced and ventilate to the most extent possible to reduce the number of complaints.
4. When chemicals become odorous, the COR and Safety Office should be contacted immediately, i.e., adhesive remover used to remove glue, so employees in adjacent areas can be notified.

H. Airborne Dust Control During Construction:

1. In order to protect patients, visitors, staff, and contractors from safety and health hazards associated with construction activities, this policy is established for the VA Pittsburgh Healthcare System (VAPHS) and for all VAPHS-affiliated/owned/leased property where construction activities are undertaken.
2. Generation of dust is of major concern within the medical center. Where operations involve the generation of dust, all efforts will be directed at eliminating airborne generated dust associated with construction.
3. The Infection Control staff will work to assist the COR in identifying and specifying all infectious control requirements that will be in effect and required during the construction activities. This includes completion of an anticipated Infection Control Risk Assessment (ICRA) permit. ICRA permit must be signed by all parties and posted at each entrance to the construction site before any work can commence.
4. Contractor is required to have a permanent manometer installed at the entrance of each construction site to validate to VAPHS and contractor that the ICRA is maintain negative pressure from the medical center.
5. All employees of contractor and subcontractors are required to have Infection Control Risk Assessment (ICRA) 8-hour Certification Class. The ICRA 8-hour course is an awareness training class covering basic procedures and policies to reduce infection contamination, communication and documentation necessary

for the topic and the various responsibilities to ensure facility construction meets the organization's contamination protocols. Contractor will submit these certificates of compliance within 30 days of project commencement for each employee and employee of all subcontractors.

6. Contractor and subcontractors that are building the infection control barriers must have an ICRA 24-hour certificate course. The ICRA 24-hour course is a best practices class covering the proper methods to erect, maintain and dismantle ICRA barriers. Contractor to submit employee compliance to COR before any Infection Control barrier is built or within 30 days of project commencement (whichever is first).
7. No plastic will be used in separating construction area from Medical Center.
8. The Infection Control staff will work to assist the COR in identifying and specifying all infectious control requirements that will be in effect and required during the construction activities. This includes completion of an anticipated Infection Control Risk Assessment (ICRA) permit.
9. Pre-Construction. A meeting of the COR, safety, infection control, contractor (including sub-contractors), and other identified parties performing the construction activities must be held prior to beginning of any work (or work phase) onsite. This meeting will be held to review the construction activity plans and how they address the concerns identified during the development of the construction project and contract documents. Pre-Construction meetings will be held once for small projects or projects involving only one phase as well as more than once for projects employing multiple phases of work. General items for discussion during the Pre-Construction meeting(s) are identified on the Pre-Construction Meeting Checklist (Attachment B). The meeting will also discuss the following information at a minimum as well as ensure that everyone present is familiar with their role in keeping the medical center safe:
  - a) Identification of the contractor site superintendent who works for the prime contractor. Provide evidence of superintendent's OSHA 30 hour certification prior to work commencement. OSHA 10 certification required for all staff of contractor and subcontractors. Provide evidence of certificate to COR prior to work commencement
  - b) Identification of the contractor's Site Safety and Health Officer (SSHO) and all other project competent person(s) (CP) as defined in VA Master Specification 01 35 26 and 29 CFR 1926.
  - c) Identification of current applicable local, state, and federal safety and environmental regulations that are in effect and applicable during the construction activities; e.g., Occupational Safety and Health Administration (OSHA), US Environmental Protection Agency (EPA), National Fire Protection Association (NFPA), etc.
  - d) Identification of current applicable local and national VA safety and environmental regulations.
  - e) Review of the Contract Workers Safety Information (Attachment A) as well as any other location-specific information which should be disseminated to all contractor personnel who will work onsite.
  - f) Review of the Pre-Construction Risk Assessment (PCRA) requirements for construction activities and completion of the permit for the project and/or project phase. The general contractor, or in the case of work performed by VA staff the work supervisor, is responsible for identifying all potential construction risks as outlined in the PCRA permit (Attachment C). This effective planning will ensure minimal impact to the medical center.
  - g) Review of the Infectious Control Risk Assessment (ICRA) policy requirements for construction activities and completion of the permit for the project and/or project phase. The COR/RE/PM in conjunction with the infectious control staff, director or manager of the unit(s) affected, and the contractor are responsible for identifying and reviewing all potential construction risks and requirements as outlined in the ICRA permit (Attachment D).

- h) Review of the medical center's Hot Work Policy and permit process (Attachment E).
- i) Review of the medical center's Confined Space Policy (reference EC-042).
- j) Review of the medical center's Firewall/Smoke Wall Penetration Policy and permit process (reference EC-061).
- k) Review of the medical center's Fire Alarm/Fire Sprinkler Impairment, Utility Outage and Lock-Out/Tag-Out Policies and processes as applicable (reference FMS-007, FMS-014, and FMS-010 respectively).
- l) Review of the medical center's current contract staff credentialing and badging requirements, and what steps must be taken before contract staff are permitted to work onsite (reference FMS-039).
- m) Review of the medical center's current contract staff information safety and security requirements (Attachment F).
- n) Review of any additional policies/guidelines as applicable to the contract.

I. Contact with Asbestos Containing Materials:

1. Due to the age of our buildings, many contain asbestos containing materials (ACM). Primary ACM uses in the medical center include floor tile, mastic, and piping and HVAC insulation. The medical center has performed a comprehensive asbestos survey and has identified accessible ACM. Some areas contain damaged asbestos and should not be accessed without prior abatement.
2. The most common type of ACM insulation you may encounter includes thermal system insulation (TSI) and vinyl asbestos tile floor (VAT). ACM TSI is generally covered with a cloth wrap or lagging and the asbestos substrate generally appear white in color. **DO NOT SAND, DRILL, GOUGE, OR OTHERWISE DISTURB THIS TYPE OF INSULATION.** Contractors disturbing or releasing asbestos containing materials will be liable for all damages and cleanup costs.
3. Where disturbance of asbestos is likely, it has been addressed in the contract for removal. If contact with the presence of asbestos is presented, stop all work in the immediate area and immediately contact the COR and the Industrial Hygienist/Safety Office to make necessary arrangements for removal.
4. In some areas, asbestos insulation has been identified on elbows between fiberglass piping insulation as patching materials among the fiberglass insulation. Fiberglass insulation used in this facility is usually yellow or pink in color, wrapped either by cloth or paper lagging.
5. To protect and ensure all your employees are aware that asbestos containing materials have been used in the construction of this facility, you are required to have them review this section and complete the awareness statement included as Attachment A. Once this documentation has been signed by all employees, forward to the COR for documentation.
6. A complete assessment of asbestos materials and conditions are available for viewing by contacting the COR. Prior to performing work above any ceiling or starting in a new area, consult with the COR concerning existing conditions of ACM.
7. Some of the areas in the facility are identified as restricted areas due to condition of ACM. These are readily labeled. **DO NOT ENTER THESE AREAS** unless first contacting the COR. Entry requirements to these areas are awareness of the hazards, proper protective clothing (coveralls and respirators), and personal monitoring in accordance with OSHA requirements.
8. Submit contractor asbestos awareness statements for all persons working on the site prior to commencing work.

J. Environmental Protection: (See Environmental Compliance: PG-18-17 at <https://www.cfm.va.gov/til/index.asp>)

1. It will help to be educated of the seriousness, which the environmental protection requirements of each contract are regarded. Adherence to these requirements is subject to continuing scrutiny from the community and backed by severe penalties, such as fines and incarceration. These environmental requirements will be strictly enforced.
2. No hazardous materials will be disposed of on Government property during and after completion of the project. All waste will be hauled off-site or disposed of in contractor-owned and operated waste removal containers.
3. A copy of all waste manifests for special or hazardous wastes will be forwarded to the COR and the Industrial Hygienist. Environmental requirements will be strictly enforced.

K. Permit Required Confined Spaces:

1. Contractors performing work on this facility will follow all requirements outlined in OSHA Standards for working in confined spaces. There are numerous "permit required" confined spaces on this facility. These spaces have been identified as a confined space. Some spaces have been posted, but most of them have not due to their configuration.
2. Confined spaces are areas, which are large enough to be entered, have limited egress/exit potential, and are not designed for permanent human occupancy. If you encounter any space, which meets this definition, if it is a suspected confined space, please contact the COR and the Industrial Hygienist/Safety Office for a determination.
3. Contractors performing work in confined spaces are responsible for compliance with all applicable standards and regulations.

L. Housekeeping:

1. Protect patients and VA personnel in occupied areas from the hazards of dust, noise, construction debris and material associated with a construction environment. Keep work area clear, clean and free of loose debris, construction materials and partially installed work which would create a safety hazard or interfere with VA personnel duties and traffic.
2. Wet mop occupied areas clean and remove any accumulation of dust/debris from cutting or drilling from any surface at the end of each workday. Contractor to provide mops and buckets to keep area within their work site clean and areas outside their work site that are affected by traffic from the site.
3. Make every effort to keep dust and noise to a minimum at all times. Take special precautions to protect VA equipment from damage including excessive dust.
4. Maintain clear access to mechanical, electrical devices, equipment and main corridors. This will ensure access to existing systems in the event of an emergency.
5. Clean area of all construction debris and dust upon completion of demolition and/or renovation at the end of each workday.
6. During construction operations, keep existing finishes protected from damage. Cover and protect all carpets during construction. Any carpets or surfaces damaged as a result of construction activities will be replaced by the contractor and at the contractor's expense.

M. Hot Work Permits:

1. Any hot work operations including cutting, welding, thermal welding, brazing, soldering, grinding, thermal spraying, thawing pipes or any other similar activity, will require a Hot Work Permit to be obtained by the Contractor from the Safety Officer. The Contractor will be responsible for conforming to all Medical Center regulations, policies and procedures concerning Hot Work Permits as outlined below:

- a) Prior to the performance of hot work, a request for a Hot Work Permit will be made to the Safety Department. (Attachment E).
- b) The COR and a representative from the Safety Office will inspect the area and ensure that the requirements of NFPA 241 and OSHA standards have been satisfied. The Hot Work Permit will be granted and will be posted in the immediate area of the work.
- c) The Hot Work Permit will apply only to the location identified on the permit. If additional areas involve hot work, additional permits must be requested.
- d) Upon completion of all hot work, the COR will be notified by the responsible individual to perform a re-inspection of the area.
- e) Do not use any of the extinguishers in the medical center for standby purpose while conducting hot work. Contractors are required to supply their own Class ABC extinguishers. Medical center extinguishers are only to be used in the event of a fire.

N. Utility Shutdowns

- 1. Contractor shall submit a request to interrupt any such services to COR, in writing, two weeks in advance of proposed interruption. Request shall state reason, date, exact time of, and approximate duration of such interruption. This requirement supersedes the General Requirements 01 00 00 Section 1.6 K.2

O. Penetration Permits

- 1. Contractor to complete Penetration Permit prior to commencement of any penetrations in fire rated construction barriers. Close openings in smoke barriers and fire-rated construction to maintain fire ratings. Seal penetrations with listed through-penetration firestop materials in accordance with Section 07 84 00, Fire stopping.

P. Emergency Medical Services: Emergency medical services for stabilization purposes are available for contractors at this facility. For medical emergencies, dial 911 when inside any building at the University Drive and Heinz divisions. Report the nature of the emergency and location. The operator will dispatch in-house personnel or coordinate an outside emergency assistance based on the nature of the emergency.

Q. Use of Government Owned Material and Equipment: Use of Government owned material and equipment is prohibited. This includes flatbeds, etc. for delivery of materials.

R. Superintendent

- 1. Prime Contractor's Superintendent must be employed by the Contractor and must have full authority to act for the contractor. (FAR 52.236-6).
- 2. The prime contractor shall, at Notice to Proceed, designate a single site superintendent who is empowered to act on behalf of the contractor while work is being completed. The site superintendent must be employed by the prime contractor and may not be an employee of a sub-contractor. At all times during the performance of this contract, including at all times when any contractor or sub-contractor staff are on-site, the superintendent shall be onsite to supervise and direct staff work. At all times during the performance of this contract whether staff is onsite working, the Superintendent must be available by telephone. At the commencement of the contract and prior to beginning any construction, the contractor will supply the COR with the name and telephone number for the superintendent. If work is found being performed without the superintendent present as noted above the COR will instruct all contractor and sub-contractor personnel to stop work and immediately leave the site until the superintendent returns. Any lost time, production, or costs associated with this shall be the responsibility of the contractor and will be done at no additional cost to the VA.
- 3. Each contract must have a designated Contractor Superintendent
- 4. Communications: At all times during the performance of this contract, the Contractor's Superintendent must be available by cell phone. At the beginning of the contract and prior to commencement of any construction, Contractor to provide the COR with the cell number for the superintendent.

- S. **Parking:** There will be no on-site Contractor parking. There will be no contractor staging outside of construction area. Contractor's Trailers: Not authorized. Contractor is only authorized one dumpster location, regardless of how many projects they have onsite, which will be assigned by COR after Notice to Proceed.
- T. **Traffic:**
1. Traffic hazards are minimal at this facility. Drivers should be particularly concerned with pedestrian traffic.
  2. Seat belt use is mandatory on the station.
  3. Federal police officers maintain a 24-hour patrol of the area.
  4. No parking/driving on sidewalks and/or grass unless authorized.
- U. **Smoking:** No smoking is permitted in buildings or around hazardous areas. Smoking is authorized in designated smoking areas. The COR can provide locations.
- V. **Road Closures:** For any work requiring closure of a road or parking lot, the contractor will submit a request for closure in writing at least 5 days in advance for approval by the COR and the Fire Department. Contractor requiring road closures will complete a permit and forward to the COR for authorization by the Fire Department. Permits will be issued for no longer than 1 week. Multiple permits will authorize work lasting longer than 1 week.
- W. **Delivery of Materials:** All materials to be delivered to VA loading docks will be coordinated by the contractor. VA personnel will not receive any contractor material and the contractor will meet all deliveries at the dock to ensure receipt, custody, and removal of items from the dock so not to impact hospital function. If contractor is not present on the site to receive materials in a timely manner, the delivery will be refused and sent away to free the dock space. Extension of construction time will not be granted for refusal to receive contractor materials.
- X. All material, equipment, etc. rendered inoperable by the new construction shall be removed and disposed off-site by the contractor.
- Y. Contractor is responsible to maintain and repair any existing construction that is damaged by Contractor's construction activities. Reference FAR 52.236-9
- Z. **Fluorescent (PCB Containing) Fixtures:** All fluorescent lighting fixtures being removed as part of this project are to have their ballasts removed and turned over to the VAMC Environmental Protection Specialist for disposal. All other components of the lighting fixture are to be disposed of by the Contractor.
- AA. **Water Source Connection:** Contractors shall supply and install a backflow prevention device at all connection points to a VA supplied water source. Backflow prevention device shall be a Reduce Pressure Watts Series 009 or approved equivalent.
- BB. **Phasing:** Contractor shall submit a schedule of approximate phasing dates on which the Contractor intends to accomplish work in each specific area of site, building or portion thereof. Contractor shall notify the COR two weeks in advance of the proposed date of starting work in each specific area of site, building or portion thereof. Arrange such phasing dates to insure accomplishment of this work in successive phases. The Medical Center Director, COR and the Contractor, prior to any work being completed, must mutually agree to this phasing schedule. Failure to comply with the dates agreed to on the phasing schedule without approved justification may result in a contract modification that benefits the government.
- CC. **Recycling:** It is the contractors' responsibility to recycle as much of the construction by-products as possible. This would include but not be limited to steel, copper, etc. The contractor will keep a manifest of the items recycled and approximate amounts. The contractor will also make every effort to use recycled materials during the construction of the project. This will be monitored through the submittal process, but will require that the contractor manifest all recycled materials used during the course of the project.
- DD. Recycled content products shall be used in execution of this contract wherever such products are available.

- EE. The contractor shall keep a record of all recycled content products used in execution of this contract. The record shall identify recycled content products used in execution of the work with approximate quantities.
- FF. Contractor shall also keep a record of all wastes and by products recycled as a result of the execution of this contract. The record shall identify products recycled along with approximate quantities.
- GG. Contractor shall submit copies of record reflecting all recycled products used in the contract with each application for progress payment. The record shall include the types and quantities of products used. Negative reports are required.
- HH. Crane Safety: A critical lift plan is required for
1. The lift exceeds 50% of the rated capacity of the crane.
  2. The lift is in proximity of a high voltage line.
  3. The equipment being hoisted has a long-lead time, which would cause business interruption if damage occurred.
  4. Two cranes are to be used.
  5. Lift over an occupied building
    - a) If a lift is to be performed over an occupied building, a registered structural engineer contracted by the general contractor shall review and certify that the building can withstand the impact of the load being dropped on the building due to a crane or rigging failure. If the structural engineer cannot determine if the building can withstand the impact of a dropped load, or if the structural engineer determines that the building cannot withstand the impact of a dropped load, either the building areas that would be affected shall be evacuated during the lift, or the lift shall be scheduled when there will be no personnel in those areas of the building. The decision between evacuating the building or scheduling the lift for off-hours will be made by the owner's representative.

### **3.0 ENVIRONMENTAL PROTECTION:**

- A. Contractors shall abide by the facilities Green Environmental Management System (GEMS) policies and procedures. Contractors shall use recycled content products and bio-based materials when possible and provide an estimate of the percentage of materials with recycled content that will be used on the awarded projects. Contractors are required to certify that all personnel and subcontractors have received Resource Conservation and Recovery ACT (RCRA) training. Contractors shall recycle all possible recyclable materials and report the total quantity of recycled and total quantity of waste removed during the projects. Reporting frequency will be set by the Contracting Officer.
- B. Hazardous Material Storage & Use
1. The contractor shall establish hazardous material (HM) storage and distribution system when HM is to be used. All HM required to support the contract shall be reported to the Green Environmental Management System (GEMS) Coordinator using the Contractor HM Identification Form. The Contractor HM Identification Form will be provided to the Contractor at or prior to the Pre-Construction meeting. Additional HM needed by the contractor shall be identified to the Contracting Officer's Representative for approval by the HMP.
  2. The contractor planning to use HM for the work must register with the GEMS prior to start of work in order to support the installation's compliance with Executive Order 12856, Federal Compliance with Right-to-Know Laws and Pollution Prevention Requirements.
  3. The contractor shall maintain Contractor HM Identification Form for HM on the job site for inspection/verification.
  4. Contracting Officer's Representative (COR) will verify that the HM identified to (GEMS) Coordinator is the only HM in use on the job site.
  5. Contractors shall provide the (GEMS) Coordinator:

- a) A list of each material and quantity of material for all proposed HM. Hazardous Material (HM) shall mean any item that is:
- b) A health hazard or physical hazard as defined in 29 CFR, 19 10.1200(c).
- c) Regulated in its disposal by EPA less than 40 CFR.
- d) Hazardous as defined by DOT regulations less than 49 CFR.
- e) Hazardous as defined by the Dangerous Goods Regulations of the International Air Transport Association.
- f) A safety data sheet (SDS) for each item on the list.
- g) The contractor shall establish his/her own HM storage and issue location that complies with federal, state and local environmental regulations. Materials issued shall be tracked for quantities used. Unused materials shall be inventoried and removed from the VAMC Facilities prior to close out of the contract or expiration date of the HM. Reports of materials delivered, used and removed from the installation shall be submitted to the Contracting Officer monthly and prior to contract close out.
- h) The contractor shall comply with all federal, state and local environmental standards.
- i) The Facility (GEMS) coordinator shall be notified and accompany the Contracting Officer, Facility Engineer and other responsible parties i.e., COR, etc., on all project close out inspection to ensure all used/unused HM was removed from the installation.

**C. Hazardous Waste Requirements:**

1. General: This section includes the handling of all hazardous waste (HW) as generated by the contractor or government hazardous waste encountered by the contractor during the course of this contract.
2. Non-Hazardous Waste: The contractor is responsible for the disposal of all non-hazardous waste.
3. Contractor Hazardous Waste: This shall include any hazardous waste that is a result of the use of hazardous materials (HM) and through leakage or spills. Pennsylvania regulations define any spills or leakage of oils (fuel) as hazardous waste. Contractor shall be fully responsible for the use, reporting and disposal of this material or waste, in accordance with all Federal, State and local regulations. The contractor shall provide a copy of his/her registration with the state Department of Environmental Protection (DEP) for the Northwest region/Environmental Protection Agency (EPA) ID number; hazardous waste transporter's name and copy of their license or permit to transport hazardous waste; and the Treatment, Storage, and Disposal Facility (TSDF) name and copy of their license, permit, or interim status from EPA to receive hazardous waste.
4. Notification Requirements: The contractor shall notify the Green Environmental Management System (GEMS) Office before the start of work, if he will be generating HW and when he actually starts generating HW.
5. While the EPA and the Commonwealth of Pennsylvania permit the use of accumulation sites (Ref: 40 CFR 262.34) local authorization is required prior to establishing such a site. This approval is obtained from the Green Environmental Management System Office after a favorable joint review conducted by the (GEMS) Coordinator, The Safety Manager, The COR, and the Contracting Officer.

**4.0 DDOMESTIC WATER AND MEDICAL GAS SAFETY PLAN**

- A. Contractor to establish and maintain a site-specific water safety plan for their construction site. Prior to work commencement, contractor to prepare a plan detailing project specific water controls to ensure construction work is not impacting the medical center. Contractor to submit a plan to COR and Environmental Engineer for approval before work may commence in accordance with the Master Specifications: Section 01 33 23, shop drawings, product data, and samples. The water distribution systems of the Heinz and University Drive VA facilities are Public Water Systems permitted by the Pennsylvania Department of Environmental Protection (PADEP). All work associated with the water distribution systems shall comply with all requirements of the PADEP permits.

B. Plumbing contractor competency.

1. Only journeyman plumbers or master plumbers with plumbing license are authorized to work on any plumbing and medical gas system at VAPHS. Contractor to submit experience to COR for approval prior to plumber performing any work under this contract. Master plumbing level of 8 years or more are required to work at VAPHS. For Medical Gas systems, contractor working on VAPHS system must have current medical gas certification.
2. All employees performing plumbing work shall be licensed and certified in accordance with the International Plumbing Code (Master & Journeyman). Provide each employee's appropriate licenses and certifications in accordance with the International Plumbing Code (Master & Journeyman). Provide additional qualifications or continuing education.
3. Must have current knowledge of all applicable codes required.

C. Flushing and Disinfection Program

1. It is the policy of VAPHS to ensure quality water is available for use after new construction is completed or following interruption to the potable water distribution systems. VAPHS water systems are permitted by the state of Pennsylvania and are required to adhere to the regulations contained in 25 PA Code 109 (Safe Drinking Water Act).
2. After successful disinfection, contractor will ensure each fixture is flushed twice per week while the area is under construction and prior to turnover to medical center. Each fixture will be flushed at a minimum of 5 minutes at normal flow both hot (through the bypass) and cold. Contractor shall validate flushing via spreadsheet indicating date, time, and duration of flush for each fixture in the construction site. Each event shall be signed by person performing the flush. Flushing sheets must be submitted to COR who will review with Environmental Engineer.
3. Prior to contractor turning over the construction site to VAPHS, contractor will ensure that the quality of potable water meets Safe Drinking Water Act standards by disinfecting all new piping in accordance with AWWA Standard C651. This validation will be documented in a spreadsheet for each fixture with date of test and signature of person performing test. Testing will occur at each fixture indicating initial biocide readings, hold times, biocide readings after required hold, and biocide reading after final flushing to ensure it is within safe drinking water standards. Contractor performing the disinfection shall be a certified water technologist, or perform the work under direct supervision of a certified water technologist.
4. Contractor will submit the disinfection plan to COR for preapproval prior to commencement. The Environmental Engineer shall provide written approval to the COR once the plan is shown to adhere to AWWA C651 standards.
5. Contractor to provide to COR independent Safe Water Drinking test results provided by a PA Department of Environmental Protection accredited laboratory for microbiological parameters. The test will not be conducted with only the minimum requirement of AWWA C651 due to the requirement for repeat testing if positivity is indicated. Testing shall be conducted for Total Coliform and E. coli due to regulatory requirements; results shall be provided prior to turn over of space to medical center.

D. Contractor to ensure new piping meets VA requirements for piping systems.

1. The maximum length of dead ends shall be no greater than two pipe diameters from the branch, riser or main that it is connected to. Ideally the existing tee or fitting should be removed if the piping has no future use.
2. Dead ends that terminate with a valve and a cap, plug, or flange shall be gate valves. A means to eliminate trapped fluid between the valve and the cap, plug, or flange shall be provided.

E. Contractor to ensure abandoned existing piping in the defined construction area is demolished and removed the following requirements are met with piping that remains.

1. The maximum length of dead ends shall be no greater than two pipe diameters from the branch, riser or main that it is connected to. Ideally the existing tee or fitting should be removed if the piping has no future use.
2. Dead ends that terminate with a valve and a cap, plug, or flange shall be gate valves. A means to eliminate trapped fluid between the valve and the cap, plug, or flange shall be provided.

## 5.0 HVAC REQUIREMENTS

1. Infection Control Risk Assessment reviewed the risk on patients for shutting down air handler units. These risks are based upon air-handler shutdowns for any amount of time reduces the effectiveness of the HVAC system and thus can compromise patients. Any requests for air handler shutdown must comply with the current Infection Control Risk assessment as stated in Table 1 below.

Duration of shut-down	Hour-by-hour Risk	Risk Level Category	Recommendations for action
<1 hour	<p><b>Basic risk</b></p> <p>Air-handler shutdown for any amount of time reduces the effectiveness of the HVAC system.</p> <p>All impacted areas should have contingency plans (Including high risk areas [e.g. negative and positive pressure rooms] and be prepared to use them.)</p>	<b>IV+ (Depending on area)</b>	<ol style="list-style-type: none"> <li>1. Notification of affected area</li> <li>2. If OR involved, scheduling outside of scheduled OR time, advance notification of Surgery Service Line</li> <li>3. If SPS involved, scheduling outside of hours of operation, movement of any sterile items out of SPS areas affected</li> <li>4. If patient care areas involved, movement of negative-pressure isolation patients out of affected area (risk of airborne organism dissemination with loss of negative pressure control/air changes)</li> <li>5. Monitoring of temperature for integrity of supplies/equipment</li> <li>6. Avoidance of activities that require negative pressure (cleaning of soiled equipment) in affected areas</li> </ol>
≤4 hours	<p><b>Intermediate Risk</b></p> <p>Air quality approaches that of outside air (Risk for immunosuppressed patients/patients that would not be allowed outside.)</p>	<b>II-IV+ (depending on patient type and patient level of care)</b>	<ol style="list-style-type: none"> <li>1. All above listed</li> <li>2. Movement of severely immunosuppressed patients* to an area with appropriate environmental control as soon as possible.</li> <li>3. Prepare for unit evacuation (unplanned outages)</li> <li>4. Clinical discretion by responsible providers should be used to determine risk for patients staying in place vs. risk during transfer</li> <li>5. Sterile supplies must be covered or moved, a plan must be in place to closely (every 15 minutes) monitor temperature/humidity and move if temperature is likely to go out of range.</li> </ol> <p><b>*Immunosuppressed patients:</b></p> <ol style="list-style-type: none"> <li>1. <b>Solid organ or stem cell/bone marrow transplant patients</b></li> <li>2. <b>Absolute neutrophil count &lt;500</b></li> <li>3. <b>Active chemotherapy</b></li> <li>4. <b>Active Leukemia/Lymphoma</b></li> </ol>

<b>&gt;4, ≤8 hours</b>	<b>Serious Risk</b>  Concern for air-quality inappropriate to all persons, including temperature, viable, non-viable, odor clearance and “stuffiness” – Ref OSHA	<b>I-II (depending on patient, care-level employee, duration)</b>	<ol style="list-style-type: none"> <li>1. All above listed</li> <li>2. Critical care units must be evacuated</li> <li>3. Clinical discretion by responsible providers should be used to determine risk for patients staying in place vs. risk during transfer</li> </ol>
<b>&gt;8 hours</b>	<b>Critical Risk</b>  Concern for air-quality inappropriate to all persons, including temperature, viable, non-viable, odor clearance and “stuffiness” – Ref OSHA	<b>I-II (depending on patient, care-level employee, duration)</b>	<ol style="list-style-type: none"> <li>1. All above listed</li> <li>2. All units should be evacuated</li> <li>3. All sterile supplies should be moved, otherwise a plan must be in place to rapidly move them if temperature/humidity monitored at least every 15 minutes goes out of range.</li> </ol>

2. Contractor requesting air handler shuts downs must notify COR in a minimum of five weeks in advance of the unit requiring shut down so appropriate planning with COR and medical center can occur. Shutdowns of air handler units will require relocation of patients and in some cases of an entire unit. Relocations of this magnitude will extensive planning in order to ensure access to care and the safety of VAPHS patients.

3. Due to severity of these shutdowns, the contractor should ensure these outages are identified on the PCRA and ICRA plans that are approved in advance of construction commencement. This effective planning will ensure safety and an outage with minimal impact to the medical center.

**ATTACHMENT A****Contract Worker's Safety Information****Contract Reference Number:**

The VA Pittsburgh Healthcare System is a full service medical center with inpatients, outpatients, visitors, and staff who can be affected by what you do while working here. Many of these patients may have health problems that make them more susceptible to materials used or generated in your work.

In the event of a fire, remember RACE. Rescue persons in immediate danger, pull the fire Alarm and contain the fire by closing any doors. If it is safe to do so, and you have been trained, try to extinguish the fire with a portable fire extinguisher. If you do not hear the alarm sound, call ext. 333 to report the location. Know the location of the fire alarm and extinguisher in your work area.

Keep all dust and odors within the construction or maintenance site. All Material Safety Data Sheets (MSDS) for materials must be posted. Provide MSDS to the Contracting Officer's Representative (COR).

**A. Asbestos**

1. Assume that any sprayed-on fireproofing and thermal insulation contains asbestos. Ceiling tiles provide the barrier between the asbestos in the interstitial and the occupied areas below. Interior walls provide a similar barrier to asbestos fireproofing on vertical columns.
2. Ceiling tiles cannot be moved or displaced without proper containment and personal protective equipment. Wall penetrations cannot be made without proper containment and personal protective equipment. Immediately report all disturbances of asbestos-containing materials to your supervisor and the COR.

**B. Hazardous Waste**

1. The VA Pittsburgh Healthcare System indicates waste that is hazardous with different colored bags:
  - a) RED for infectious or biohazardous waste.
  - b) YELLOW for chemo waste.
  - c) CLEAR & BLACK for general waste.
  - d) Signs on containers also indicate whether the contents are biohazardous, radioactive or cytotoxic.
  - e) Do not touch the contents of any of these containers

**C. Hazardous Spills**

1. Locate the MSDS and contact the Facility Management Service at extension 412-360-6138 during normal business hours for assistance. Alternately you can contact the VA's Industrial Hygienist at 412-360-3705 during normal business hours. In the event of no answer, or after hours contact the VA Operator at 412-688-6000 for assistance.

**D. Utility Shutdown**

1. You must notify your supervisor and COR for approval: (advance approval is required for all utility shutdowns in accordance with your contract requirements)
  - a) Prior to lock out/tag out of any utility system.
  - b) If a utility failure occurs.
  - c) Prior to restoring the system.

**E. Smoking**

1. Smoking is not allowed in any building. There are designated smoking areas.

**F. Patient Care Areas**

1. Before entering a patient care room, receive permission and instructions from the nurse in charge. Respect the privacy of all patients. Remember, the patients at VAPHS are veterans who have served to protect our country.

**ATTACHMENT B****Pre-Construction Meeting Checklist for Contractor, Contracting Officer, and Contracting Officer Representative**

- A. Which bid alternatives were accepted? Verify that there is an agreement between the contractor and the VA regarding which of the alternates were accepted.
- B. Labor Disputes (FAR 52.222-1)
- C. Monthly Progress Payments (FAR 52.232-5)
- D. Differing Site Conditions (FAR 52.236-2)
- E. Superintendence by the Contractor (FAR 52.236-6). Superintendent must be employed by the contractor and must have full authority to act for the contractor.
- F. Completion of Infection Control Risk Assessment (ICRA) Matrix of Precautions for construction. Completion of IC Permit and issuance (or procedures). All smoke and/or dust barriers will be in place and approved by infection control and safety prior to beginning any demolition or construction work. (Attachment C).
- G. Cleaning Up (FAR 52.236-12).
- H. Accident Prevention (FAR 52.236-13).
- I. Specifications and Drawings for Construction (FAR 52.236-21).
- J. Specifications govern over drawings.
- K. Work done without approved submittals shall be at contractor's risk.
- L. Changes (APR 1984). No oral order shall be considered as a change.
- M. Inspection of Construction (FAR 52.246-12).
- N. Specifications and Drawings for Construction (VAAR 852.236-71). Drawings are not to be scaled.
- O. Daily Report of Workers and Materials (VAAR 852.236-80). Weekly pay statement. Documentation required for apprentices.
- P. Schedule of Work Progress (VAAR 852.236-84).
- Q. Workman's Compensation (VAAR 852.236-86).
- R. Parking Regulations/Restrictions.
- S. Hauling Demolition Material. Loads must be covered. Trucks must be equipped with a tailgate.
- T. Receiving of Contractor Shipments by Government Employees.
- U. Asbestos removal.
- V. Use of Government Ladders. Under no condition is the contractor authorized to use government ladders.
- W. Smoking. No smoking in any building on station. Mechanical rooms and contractor occupied areas are no exception.
- X. Material Safety Data Sheets. Contractor must provide MSDSs for all applicable materials brought on the job site.
- Y. Safety. Safety of the contractor's personnel is the contractor's responsibility. VA will not intervene except when the safety of VA personnel or property is at risk.
- Z. Fire Stopping shall be provided for all penetrations in vertical and horizontal smoke partitions.
- AA. Hot Work Permits are required for all hot work.
- BB. Fire Safety During Construction.
  - a. The contractor shall manage the work and schedule material arrival in a manner to result in a minimum of combustible material stored in the building at any one time.
  - b. Under no condition will fire exits or other means of egress be blocked or partially blocked.
  - c. Housekeeping/cleanup requirements shall be rigorously adhered to. All construction debris shall be removed from the building prior to the end of each shift. Reference FAR 52.236-12
  - d. Smoking rules shall be strictly observed.
  - e. The fire alarm system may not be disarmed or disabled in any way unless an equally effective alternative fire alarm system is provided.
  - f. All construction partitions shall be constructed and sealed in accordance with VAPHS ILSM Policy Safety-001 and NFPA 241.
- CC. Lock Out/Tag Out Energy Control Program shall be observed by all contractor personnel. Contractor is to submit a copy of their policy for approval.
- DD. Working in Confined Space shall be observed by all contractor personnel. Contractor is to submit a copy of their policy for approval. Contractor must obtain a permit prior to conducting any confined space work.

**ATTACHMENT C****Infection Control Risk Assessment: Matrix of Precautions for Construction & Renovation****Step 1: Using the following table, identify the Type of Construction Project Activity (A-D)**

<b>Type A</b>	<b>Inspection and Non-Invasive Activities</b> Includes, but is not limited to: <ul style="list-style-type: none"> <li>• Removal of ceiling tiles for visual inspection limited to 1 tile per 50 square feet.</li> <li>• Painting (but not sanding)</li> <li>• Wallcovering, electrical trim work, minor plumbing, and activities which do not generate dust or require cutting of walls or access to ceilings or other than for visual inspection.</li> </ul>
<b>Type B</b>	<b>Small scale, short duration activities which create minimal dust</b> Includes, but is not limited to: <ul style="list-style-type: none"> <li>• Opening of no more than one ceiling tile per 10 tiles</li> <li>• Installation of telephone and computer cabling</li> <li>• Access to chase spaces</li> <li>• Cutting of walls or ceiling where dust migration can be controlled</li> <li>• Minor renovation of existing space</li> <li>• Wet sanding of walls</li> <li>• Drilling</li> <li>• Snake drain or repair sink/shower that is to remain intact and requires no cutting.</li> </ul>
<b>Type C</b>	<b>Work that generates a moderate to high level of dust or requires demolition or removal of any fixed building components or assemblies</b> Includes, but is not limited to: <ul style="list-style-type: none"> <li>• Dry sanding of walls for painting or wall covering</li> <li>• Cutting of walls, removal of drywall or building finish components where work is limited to one room or suite (including removal of floor coverings, ceiling tiles, and casework)</li> <li>• Wall demolition or new wall construction</li> <li>• Minor duct work, plumbing work or electrical work above ceilings (not including system demolition or installation).</li> <li>• Remove dead leg or cutting of wall to expose plumbing</li> <li>• Multiple ceiling tiles removed</li> <li>• Moderate renovation of existing space</li> <li>• Major cabling activities, multiple rooms/lines where multiple access points are needed</li> <li>• Any activity which cannot be completed within a single work shift</li> </ul>
<b>Type D</b>	<b>Major demolition and construction projects</b> Includes, but is not limited to: <ul style="list-style-type: none"> <li>• Activities which require consecutive work shifts, the closure of a unit/wing or relocation of an entire patient area</li> <li>• Requires heavy demolition or removal of a complete cabling system, HVAC, plumbing, medical gas or electrical system</li> <li>• Demolition of major fixed building components, assemblies, fit-out elements or structural elements</li> <li>• Outdoor construction of new structures located in close proximity (as determined by ICRA team) to existing patient care facility</li> <li>• New construction</li> <li>• Excavation activities within close proximity (as determined by ICRA team) of hospital building</li> <li>• Core drilling into floor</li> <li>• Major duct work (includes removal of insulation)</li> </ul>

**ATTACHMENT C**

**Step 2: Using the following table, identify the Patient Risk Groups that will be affected. If more than one risk group will be affected, select the higher risk group:**

<b>Low Risk</b>	<b>Medium Risk</b>	<b>High Risk</b>	<b>Highest Risk</b>
<ul style="list-style-type: none"> <li>Office areas</li> <li>Public corridors</li> <li>Fisher House</li> <li>Loading Dock</li> <li>Research (*depends on location &amp; whether work is invasive or non-invasive)</li> <li>Hero's Hall</li> <li>Chapel</li> <li>Patriot Store</li> <li>Mechanical Space</li> <li>The Dom</li> </ul>	<ul style="list-style-type: none"> <li>Admissions</li> <li>Nuclear Medicine-1st FL</li> <li>PT/OT-(10West, BLD 51, BLD 71)</li> <li>Radiology/MRI/CT Scan-(1st FL &amp; BLD 51)</li> <li>Respiratory Therapy-(3North &amp; BLD 51)</li> <li>ECHO/EKG/Vascular Lab-4th FL</li> <li>Audiology (BLD 29 &amp; BLD 71)</li> <li>Sleep Lab-4th FL</li> <li>EEG-10East</li> <li>Outpatient Behavioral Health (e.g., clinics, therapy sessions, etc.)</li> <li>Occupational Health</li> <li>PPRT (BLD 69)</li> <li>Barber Shop</li> <li>Recreational Therapy</li> <li>Morgue (UD/HZ)</li> </ul>	<ul style="list-style-type: none"> <li>Canteen</li> <li>Nutrition &amp; Food Services (patient kitchen)</li> <li>Starbucks</li> <li>Emergency Room</li> <li>Laboratories (specimen)</li> <li>Pharmacy</li> <li>Primary Care</li> <li>ASU/SDSU-3West</li> <li>Wound Clinic-10West</li> <li>9West/24 hour OBS</li> <li>Med-Surg Units (e.g., 4W, 5W, 6W, 6WL)</li> <li>Rainbow Clinic-8East</li> <li>Women's Health Clinic-1st FL</li> <li>Speech</li> <li>Radiation Oncology-Basement FL</li> <li>5E/6E Clinic</li> <li>Inpatient Behavioral Health Units (e.g., 3M, 4M, 5M)</li> <li>Inpatient CLC Units (e.g., GS, 1N, 1S, 2A, 2B, 3A, 3B)</li> <li>Biohazard Room (Loading Dock)</li> </ul>	<ul style="list-style-type: none"> <li>Cath Lab/EP Lab-4th FL</li> <li>Dialysis Clinic-7East</li> <li>Sterile Processing/Decontamination</li> <li>Distribution (UD/HZ)</li> <li>ICU's (e.g., 3A, 3E, 4E, 5A)</li> <li>Hem-Onc Clinic-8West</li> <li>Operating room/PACU</li> <li>Dental (HJH)</li> <li>Inpatient Pharmacy (*compounding room only)</li> <li>Pain Procedural Room-3rd FL</li> <li>G.I. Lab-3rd FL</li> <li>Urology-2nd FL</li> <li>Interventional Radiology-1st FL</li> <li>Bronchoscopy-3rd FL</li> <li>Eye Clinic</li> <li>Pulmonary Function Testing-8North</li> <li>Fluoroscopy-3rd FL</li> <li>Angiogram-3rd FL</li> <li>Linen Room (Loading Dock-UD &amp; BLD 51)</li> </ul>

*\*Assess all areas for immunosuppressed patients and/or special circumstances that may require additional environmental controls.*

**ATTACHMENT C**

**Step 3: Match the Patient Risk Group (low, medium, high, highest) with the planned Construction Project Type (A, B, C, D) on the IC Matrix to find the Class of Precautions (I, II, III, IV) or level of infection control activities required. Classes of precautions are described in the table on the next page.**

**IC Matrix: Class of Precautions for Construction Projects by Patient Risk**

Patient Risk Group	Type A	Type B	Type C	Type D
<b>LOW</b> Risk Group	I	II	II	III/IV
<b>MEDIUM</b> Risk Group	I	II	III	IV
<b>HIGH</b> Risk Group	I	II	III/IV	IV
<b>HIGHEST</b> Risk Group	II	III/IV	III/IV	IV

*Note: Infection Control signature will be required when the Construction Activity and Risk Level indicates that Class III and Class IV control procedures are necessary.*

**Step 4: Identify the areas surrounding the project area, assessing potential impact**

Unit Below	Unit Above	Lateral	Lateral	Behind	Front
Crawl space		SPS Decontam and sterile		Loading dock	
Risk Group	Risk Group	Risk Group	Risk Group	Risk Group	Risk Group

**Step 5: Identify specific site of activity, (e.g., patient rooms, medication room, etc.) New RO room**

**Step 6: Identify issues related to: ventilation, plumbing, electrical in terms of the occurrence of probable outages. No outages expected to SPS**

**Step 7: Identify containment measures, using prior assessment.**

- Type of barrier (solid wall or plastic) : Solid wall already built and plastic above ceiling to contain work space
- Ante-room (yes/no) if yes type of barrier (solid wall or plastic) : Not needed
- HEPA filtration required (yes/no) and vented to (e.g., corridor, window, etc.):  
Yes HEPA needed and already running and exhausting into corridor
- HVAC, describe local or system isolation of work site

**Step 8: Consider potential risk of water damage. Is there a risk due to compromising structural integrity: (e.g. wall, ceiling, roof, etc.). None expected at this phase**

- Wall opened (yes/no)?
- Water shut off (yes/no)?
- NO water yet
- Water flushed (yes/no)? IF yes, who will be responsible (FMS or Contractor)?

**Step 9: Work hours: Can or will the work be done during non-patient care hours? Duration of Project –how long will barriers be in place? Evening and daylight shifts for some**

**Step 10: Infection control considerations**

- Clean and Soiled Utility Rooms: adjacent to SPS decontam and sterile rooms
- Hand washing sinks: NA
- Support services space: NA
- Negative pressure rooms: See above
- Positive pressure rooms: See Above

**Step 11: Plan to discuss the following containment issues with the project team:**

- Traffic Flow (i.e., doors for entering/exiting site, elevators supplies, removing debris, etc.):
- Exits onto loading dock path for patient food – give food carts the right away if present during trash removal
- Housekeeping (maintaining the work site):
- Walk off mats and clean any tracking into corridor
- Debris removal (how and time):

<b>Permit Number:</b>						<b>Infection Control Construction Permit</b>					
Location of Construction:						Project Start Date:					
Project Coordinator:						Estimated Duration:					
Contractor:						Permit Expiration Date:					
Supervisor:						Telephone:					
YES	NO	CONSTRUCTION ACTIVITY				YES	NO	INFECTION CONTROL RISK GROUP			
		TYPE A: Inspection, non-invasive activity, minimal dust.						GROUP 1: Low Risk			
XX		TYPE B: Small scale, short duration, mod-high levels of dust. .						GROUP 2: Medium Risk			
		TYPE C: Activity generates moderate to high levels of dust, requires greater than 1 work shift for completion.						GROUP 3: High Risk			
		TYPE D: Major duration and construction activities requiring consecutive work shifts.						GROUP 4: Highest Risk			
<b>Class 1</b>		1. Execute work by methods to minimize raising dust from construction operations. 2. Immediately replace any ceiling tile displaced for visual inspection.									
<b>Class II</b>		1. Provides active means to prevent air-borne dust from dispensing into atmosphere. 2. Water mist work surfaces to control dust while cutting. 3. Seal unused doors with duct tape. 4. Block off and seal air vents. 5. Wipe surfaces with disinfectant.									
<b>Class III</b>		1. Obtain infection control permit before construction begins. IP signature required. 2. Isolate HVAC system in area where work is being									
<b>Date:</b>		6. Contain construction waste before transport in tightly covered containers. 7. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area. 8. Place dust mat at entrance and exit of work area. 9. Remove or isolate HVAC system in areas where work is being performed. 6. Vacuum work area with HEPA filtered vacuums. 7. Wet mop with disinfectant. 8. Remove barrier carefully to minimize									

Initials:	performed, block off & seal air vents.	spreading of dirt and debris associated with
	3. Complete all critical barriers or implement control cube method before construction begins.	construction.
Initials:	4. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units	9. Contain construction waste before transport in tightly covered containers.
	5. Do not remove barriers from work area until complete project is thoroughly cleaned by EMS.	10. Seal holes, pipes, conduits, and punctures appropriately.
Class IV	1. Obtain infection control permit before construction begins. IP signature required.	7. All personnel entering work site are required to wear shoe covers.
Date:	2. Isolate or remove HVAC system in areas where work is being Performed, block off & seal air vents.	8. Do not remove barriers from work area until completed project is thoroughly cleaned by EMS and cleared by Infection Prevention.
Initials:	3. Complete all critical barriers or implement mobile containment unit before construction begins.	9. Vacuum work area with HEPA filtered vacuums.
Initials:	4. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units.	10. Wet mop with disinfectant.
	5. Seal holes, pipes, conduits, and punctures appropriately.	11. Remove barrier carefully to minimize spreading of dirt and debris associated with construction.
	6. Construct anteroom and require all personnel to pass through this room so they can be vacuumed. using a HEPA vacuum cleaner before leaving work site or they can wear cloth or paper coveralls that are removed each time they leave the work site.	12. Contain construction waste before transport in tightly covered containers.
		13. Manometers required to visually monitor negative air flow In highest risk areas. Daily readings during construction to be manually recorded by the contractor.
COR	Date	Infection Control Nurse Date
General Contractor	Date	Unit Manager Date

**ATTACHMENT C**

**ICRA Checklist During Construction**

**Pre-Construction:**

- \_\_\_\_\_ Conduct initial ICRA meeting to determine Level and Barrier type and placement
- \_\_\_\_\_ Discuss routes for removal of trash and debris and time restrictions if necessary
- \_\_\_\_\_ Pre inspection by Infection Prevention prior to start of work for Level 4 projects
- \_\_\_\_\_ All sharps must be removed from the room
- \_\_\_\_\_ Soiled utility rooms and isolation rooms to be cleaned prior to starting any work
- \_\_\_\_\_ Other information pertinent to project

**During Construction:**

- \_\_\_\_\_ Maintain precautions as directed on the ICRA form
- \_\_\_\_\_ Contact Infection Prevention for review prior to any changes to approved design are completed
- \_\_\_\_\_ Infection Prevention (IP) to complete weekly construction rounds of all projects that are Level 3 and 4. IP will determine when ICRA Level may be reduced

**Post Construction Check List:**

- \_\_\_\_\_ All construction activities will be completed prior to starting any of the following steps. This includes all finishes and final touch ups by Contractors or VA Trades.
- \_\_\_\_\_ The Contractor/VA Trade should perform a contractor construction terminal clean of construction debris before EMS is contacted. A Contractor/VA Trade construction terminal clean is NOT considered a "white glove," clean. No work should be completed once the EMS terminal clean process is initiated!
- \_\_\_\_\_ The COR/Project Coordinator is responsible for the initial ICRA check & post- terminal clean inspection for all Level 1, Level 2, & select Level 3 projects.
- \_\_\_\_\_ The COR/Project Coordinator is also responsible for scheduling all EMS terminal construction cleans and/or contractor terminal construction cleans. Internal barriers may be taken down but all exterior barriers should remain in place, and negative air should remain in place, until the terminal clean is completed and inspected.
- \_\_\_\_\_ Infection Prevention to inspect work site for all Level 4 projects to approve terminal clean is satisfactory prior to removing external barriers.
- \_\_\_\_\_ Once exterior barriers are removed, EMS to do clean area where barriers have been removed.

<b>Safety Construction Permit</b>	
<b>Location of Project</b>	<b>Project Start Date:</b>
<b>Contractor</b>	<b>Estimated Duration:</b>
<b>Supervisor:</b>	<b>Permit Expiration Date:</b>
<b>Telephone:</b>	
<b>Description of project:</b>	
<b>Construction Activities</b>	
<ol style="list-style-type: none"> <li>1. <b>This PRCA form ins intended to be used for construction and renovation projects. It is not intended to be used for non-destructive building maintenance task performed within a single room such as:</b></li> <li>2. Painting or wall papering</li> <li>3. Installation of soap dispenser/needle box/paper towel holder in patient room</li> <li>4. Repair of window blind.</li> <li>5. Ceiling tile replacement for areas               <ol style="list-style-type: none"> <li>a. less than 50% of the total square footage of business occupancies and non-patient areas</li> <li>b. less than five 2 X 2 tiles in a unoccupied patient rooms</li> </ol> </li> <li>6. Minimum repair of nurse call system/TV/Bed/Telephone.</li> <li>7. Testing, maintenance, or replacement of electric outlets, switched, or light bulbs Non-destructive</li> <li>8. Routine plumbing maintenance to repair or unstop sinks or commodes</li> <li>9. Repair medical gas outlet. (Front Body)</li> </ol>	
<b>The following must be completed prior to any construction activities</b>	
<ol style="list-style-type: none"> <li>1. A construction barrier shall be constructed prior to starting any work.</li> <li>2. No exits shall be directed to go through a construction area.</li> <li>3. Doors shall be locked to prevent unauthorized entry</li> <li>4. Put signs on doors into construction area "Construction Area – Do Not Enter".</li> <li>5. Place tacky mats at doors exiting construction area.</li> <li>6. Negative air shall be maintained in construction area (24/7) the duration of project.</li> <li>7. Exhaust air from construction projects cannot be returned through the building HVAC system</li> <li>8. Post a copy of this PCRA and a copy of the ICRA permit at the entrance to the construction area</li> </ol>	
<b>Emergency contact information and procedures for accidents/events that could impact Patient Care or Life Safety must be in place and posted at each job site. Included in these procedures are such things as:</b>	
<ol style="list-style-type: none"> <li>1. Emergency telephone numbers of key departments.</li> <li>2. A plan that describes where main valves, switches, and controls are for the area in case of an emergency.</li> <li>3. A plan for unexpected outages.</li> </ol>	
<b>Maintain clean, safe, and orderly work area.</b>	

Yes	No	<p><b>Will there be any work that will require activation of the Interim Life Safety Measures during this project?</b></p> <p><b>1. Some things that trigger ILSM's to be implemented are but not limited to:</b></p> <ul style="list-style-type: none"> <li>Any construction that impacts an EXIT or stairs, exit routes from occupied areas adjacent to construction site</li> <li>Any construction that impacts major breaches in a fire or smoke wall, (penetration permit required)</li> <li>Taking the main fire protection system (sprinkler) out of service</li> <li>Taking the main fire alarm system out of service</li> </ul>
Yes	No	<p><b>1. Have Life Safety Drawings been reviewed to identify all hazardous areas, smoke partitions/barriers, and fire barrier walls?</b></p>
		<ul style="list-style-type: none"> <li>If so, are these walls clearly marked on construction drawings?</li> </ul>
Yes	No	<p><b>Will any penetrations be made in smoke or fire barrier walls?</b></p>
		<ul style="list-style-type: none"> <li>If so, Penetration Permits must be obtained and a copy of the fire stop/sealant material specification sheet(s) must be provided to the COR and VA Safety Office prior to making any penetrations in existing smoke partitions/barriers, and fire barrier walls</li> </ul>
Yes	No	<p><b>Will the functional or operational use of any rooms in the construction area be changed which could impact Life Safety Requirements?</b></p>
		<p>Examples could include converting offices into storage space or mechanical spaces or</p> <ul style="list-style-type: none"> <li>If so, who conducted the Life Safety assessment? _____</li> <li>Have all Life Safety review comments and concerns been addressed in the</li> </ul>
Yes	No	<p><b>Will there be hot work done on this project?</b></p>
		<ul style="list-style-type: none"> <li>If yes, a Hot Work notification must be made and a Hot Work Permit must be posted at the job site.</li> <li>An additional fire extinguisher must be on hand and a dedicated fire watch must</li> </ul>
Yes	No	<p><b>Will there be noise or vibrations generated that will impact a department adjacent to, above, or below the construction area?</b></p> <ul style="list-style-type: none"> <li>All impacted departments must be notified</li> </ul>

Yes	No	<b>Will hazardous chemicals be used on this project?</b> <ul style="list-style-type: none"> <li>If so, an MSDS Sheet is required to be onsite for all chemicals used on site</li> </ul>
		<ul style="list-style-type: none"> <li>If yes, how will fumes, odors, and spills be controlled?</li> </ul>
Yes	No	<b>Will any internal combustion tools or equipment be used on this project?</b> <ul style="list-style-type: none"> <li>NOTE: If used they are only authorized to be used outdoor in well ventilated areas and not near air handler, air compressor, or other equipment air intakes. For example gas powered saw or similar tools shall not be used inside buildings or near air intakes.</li> </ul>
		<ul style="list-style-type: none"> <li><del>Vehicles and equipment shall not be left unattended while running and shall not be allowed</del></li> </ul>
Yes	No	<b>Has the VAPHS Asbestos Survey been reviewed to determine if there is Asbestos Containing Material (ACM) within the project area?</b>
Yes	No	<b>Is there known or presumed ACM within the construction area?</b>
		<ul style="list-style-type: none"> <li>What measures will be taken to prevent ACM within the construction area from being disturbed or abated during the project?</li> <li>If abatement is planned VAPHS Safety, Asbestos O&amp;M Program Manager, AFGE Representatives, and departments in areas adjacent to abatement area must be notified of planned abatement action.</li> <li>If abatement is planned, provide name and License # of contracted Abatement Company</li> </ul>
Yes	No	<b>Will there be any removal of lead building materials?</b> <ul style="list-style-type: none"> <li>If yes, list procedures contractor will follow to control employees and patients' exposure.</li> <li>If bulk lead material is removed disposition documents must be provided to VAPHS GEMS Coordinator.</li> </ul>
Yes	No	<b>Will there be any hoisting or crane use during the project?</b>
		<ul style="list-style-type: none"> <li>If so has a hoisting plan been provided by the contractor and reviewed by Safety and COR?</li> </ul>

Yes	No	Will there be a Confined Space Entry required on this project? If yes Contractor must <ul style="list-style-type: none"> <li>• Review VAPHS confined space hazards identified on VAPHS confined space list</li> <li>• Submit proof of confined space training qualifications for all workers who will enter a confined space on VAPHS property</li> <li>• Submit a copy of their Confined Space Program and permit to COR which will be reviewed by VAPHS Safety Office</li> </ul>	
Yes	No	Will any of the following systems be out of service at any time during the project? <ul style="list-style-type: none"> <li>• Fire alarm</li> <li>• Sprinkler</li> <li>• Electrical</li> <li>• Domestic water</li> <li>• Oxygen</li> </ul>	
		<ul style="list-style-type: none"> <li>• If so have contingency plans been developed and coordinated with all impacted departments?</li> </ul>	
<b>Additional Safety Concerns</b>			
Yes	No		
Permit By	Requested	Safety Approval	COR/Project Coordinator
Date:		Date:	Date:

## ATTACHMENT E

 <b>Department of Veterans Affairs</b>		<b>OPEN FLAME OR WELDING PERMIT</b>	
<b>INSTRUCTIONS:</b> Complete items 1 through 13 of this form for any proposed open flame or welding procedure and submit for approval a minimum of 48 hours in advance of proposed work.			
1. NAME OF PROJECT		2. LOCATION OF WORK	
3. DESCRIPTION OF WORK REQUIRING OPEN FLAME OR WELDING PROCESS			
4. TYPE OF PROCESS			
5. PROPOSED DATE OF WORK	6. START TIME	7. STOP TIME	
<b>SAFETY NOTES</b> A. Notify Government project supervisor ( <i>by submission of this permit</i> ) of proposed open flame or welding process schedule a minimum of 48 hours in advance of the first scheduled day of use. B. Post an approved open flame or welding permit at the work site during all related work. C. Provide fire watch with extinguisher (more than one may be required). D. Provide protective barriers and signs to prevent accidental entry by unauthorized personnel. E. Wear protective clothing and/or gear. F. Provide protection from falling objects or debris. G. Prevent migration of smoke and smoldering materials, draw smoke to exterior of building using portable ventilation equipment. H. When any normally secured exterior door is opened, additional armed guard service is required at the contractors' expense. Request for additional armed guard service must be submitted to Division (00E) by contractor in advance. I. Remove or protect nearby flammable materials. J. Become familiar with location of nearest fire alarm pull-stations and additional extinguishers. K. In the event of a fire, sound the fire alarm and notify guard of location. L. The fire watch shall remain in the area until completion of the post-work inspection. M. Clean up all debris, dust, ashes, etc., upon completion of the work each day. N. Notify Government representative at time of completion of work.			
<b>ACKNOWLEDGEMENT:</b> I hereby acknowledge that I have read the above notes and appropriate sections of the project specifications, and that I will comply: ( <i>if more than one person will be performing items 8 and 11, provide full legal name, signature, and date of signature for each additional employee on the back of this form.</i> )			
8. FULL LEGAL NAME OF CONTRACTOR EMPLOYEE PERFORMING ACTIVITY			
9. SIGNATURE OF CONTRACTOR EMPLOYEE PERFORMING ACTIVITY		10. DATE	
11. FULL LEGAL NAME OF PERSON DESIGNATED AS CONTRACTOR FIRE WATCH			
12. SIGNATURE OF CONTRACTOR FIRE WATCH		13. DATE	
<b>FOR GOVERNMENT USE ONLY</b>			
<b>DETERMINATION:</b> I have determined that it is not feasible to conduct the above "hot work" in a shop area or outside the building. A permit is issued for the above listed work during the specified dates/times and I have received authorization for a <u>Utility Shutdown</u> for the fire alarm, HVAC, sprinkler, or other systems as required for this work.			
14. SIGNATURE OF GOVERNMENT APPROVING AUTHORITY OFFICIAL		15. DATE	
<b>CERTIFICATION:</b> I have inspected the work area prior to the specified work and am satisfied suitable precautions have been taken to prevent a fire. The Fire Watch is knowledgeable in the use of the fire extinguisher provided and how to turn on the fire alarm and/or summon the fire department in the event of an emergency. The building maintenance contractor has been notified of the date, time, and type of work to be performed.			
16. SIGNATURE OF GOVERNMENT PRE-WORK INSPECTOR		17. DATE	
<b>CERTIFICATION:</b> I have inspected the work area not sooner than 30 minutes following completion of the specified work and have found no evidence of hidden fire or smoldering materials. The building maintenance contractor has been notified of completion of this work.			
18. SIGNATURE OF GOVERNMENT POST-WORK INSPECTOR		19. DATE	

## ATTACHMENT F

**VA Privacy Training for Personnel without Access to VA Computer Systems  
or Direct Access or Use to VA Sensitive Information**

The Department of Veterans Affairs, VA must comply with all applicable privacy and confidentiality statutes and regulations. One of the requirements in VA is to have all personnel trained annually on privacy requirements. "Privacy" represents what must be protected by VA in the collection, use, and disclosure of personal information whether the medium is electronic, paper or verbal.

This document satisfies the "basic" privacy training requirement for a contractor, volunteer, or other personnel only if the individual does not use or have access to any VA computer system such as Time and Attendance, PAID, CPRS, VistA Web, VA sensitive information or protected health information (PHI), whether paper or electronic. You will find this training outlines your roles and responsibility for protecting VA sensitive information (medical, financial, or educational) that you may incidentally or accidentally see or overhear.

If you have direct access to protected health information or access to a VA computer system where there is protected health information such as CPRS, VistA Web, you must take "Privacy and HIPAA Focused Training" (TMS 10203). "VA Privacy and Information Security Awareness and Rules of Behavior" (TMS 10176) is always required in order to use or gain access to a VA computer systems or VA sensitive information, whether or not protected health information is included. Both trainings are located within the VA Talent Management System (TMS): <https://www.tms.va.gov>

**What is VA Sensitive Information/Data?**

All Department information and/or data on any storage media or in any form or format, which requires protection due to the risk of harm that could result from inadvertent or deliberate disclosure, alteration, or destruction of the information. The term includes not only information that identifies an individual but also other information whose improper use or disclosure could adversely affect the ability of an agency to accomplish its mission, proprietary information, and records about individuals requiring protection under applicable confidentiality provisions.

**What is Protected Health Information?**

The HIPAA Privacy Rule defines protected health information as Individually Identifiable Health Information transmitted or maintained in any form or medium by a covered entity, such as VHA.

**What is an "Incidental" Disclosure?**

An incidental disclosure is one where an individual's information may be disclosed incidentally even though appropriate safeguards are in place. Due to the nature of VA communications and practices, as well as the various environments in which Veterans receive healthcare or other services from VA, the potential exists for a Veteran's protected health information or VA sensitive information to be disclosed incidentally.

For example:

- You overhear a healthcare provider's conversation with another provider or patient even when the conversation is taken place appropriately.
- You may see limited Veteran information on sign-in sheets or white boards within a treating area of the facility.
- Hearing a Veteran's name being called out for an appointment or when the Veteran is being transported/escorted to and from an appointment.

#### **Safeguards You Must Follow To Secure VA Sensitive Information:**

- Secure any VA sensitive information found in unsecured public areas (parking lot, trash can, or vacated area) until information can be given to your supervisor or Privacy Officer. You must report such incidents to your Privacy Officer timely.
- Don't take VA sensitive information off facilities grounds without VA permission unless the VA information is general public information, i.e., brochures/pamphlets.
- Don't take pictures using a personal camera without the permission from the Medical Center Director.
- Any protected health information overheard or seen in VA should not be discussed or shared with anyone who does not have a need to know the information in the performance of their official job duties, this includes spouses, employers or colleagues.
- Do not share VA access cards, keys, or codes to enter the facility.
- Immediately report lost or stolen Personal Identity Verification (PIV) or Veteran Health Identification Cards (VHIC), any VA keys or keypad lock codes to your supervisor or VA police.
- Do not use a VA computer using another VA employee's access and password.
- Do not ask another VA employee to access your own protected health information. You must request this information in writing from the Release of Information section at your facility.

#### **What are the Six Privacy Laws and Statutes Governing VA?**

1. Freedom of Information Act (FOIA) compels disclosure of reasonably described VA records or a reasonably segregated portion of the records to any person upon written request unless one or more of the nine exemptions apply.
2. Privacy Act of 1974 provides for the confidentiality of personal information about a living individual who is a United States citizen or an alien lawfully admitted to U.S. and whose information is retrieved by the individual's name or other unique identifier, e.g. Social Security Number.
3. Health Insurance Portability and Accountability Act (HIPAA) provides for the improvement of the efficiency and effectiveness of health care systems by encouraging the development of health information systems through the establishment of standards and requirements for the electronic transmission, privacy, and security of certain health information.
4. 38 U.S.C. 5701 provides for the confidentiality of all VA patient and claimant information, with special protection for their names and home addresses.
5. 38 U.S.C. 7332 provides for the confidentiality of drug abuse, alcoholism and alcohol abuse, infection with the human immunodeficiency virus (HIV) and sickle cell anemia medical records and health information.

6. 38 U.S.C. 5705 provides for the confidentiality of designated medical-quality assurance documents.

**What are the Privacy Rules Concerning Use and Disclosure?**

You are not authorized to use or disclose protected health information. In general, VHA personnel may only use information for purposes of treatment, payment or healthcare operations when they have a need-to-know in the course of their official job duties. VHA may only disclose protected health information upon written request by the individual who is the subject of the information or as authorized by law.

**How is Privacy Enforced?**

There are both civil and criminal penalties, including monetary penalties that may be imposed if a privacy violation has taken place. Any willful negligent or intentional violation of an individual's privacy by VA personnel, contract staff, volunteers, or others may result in such corrective action as deemed appropriate by VA including the potential loss of employment, contract, or volunteer status.

Know your VA/VHA Privacy Officer and Information Security Officer. These are the individuals to whom you can report any potential violation of protected health information or VA sensitive information, or any other concerns regarding privacy of VA sensitive information.

**YOU ARE RESPONSIBLE FOR PROTECTING THE CONFIDENTIAL  
INFORMATION OF OUR VETERANS**

---

Employee (Print Name)

---

Date

---

Employee Signature

---

Print Name of Contract Agency, if contractor

---

Print Name of VHA Department/Supervisor/Contracting Officer

PROVIDE A COPY OF THIS FORM TO YOUR SUPERVISOR/CONTRACTING OFFICER  
FOR DATA ENTRY INTO TALENT MANAGEMENT SYSTEM

**A.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)

**A.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)

**A.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:

<b>Goals for minority participation for each trade</b>	<b>Goals for female participation for each trade</b>
6.9 %	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

(End of Provision)

#### **A.4 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS (MAY 2014)**

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

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

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

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of Provision)

#### **A.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, 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)

#### **A.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:

Hand-Carried Address:

VA Pittsburgh Healthcare System

1010 Delafield Road  
Pittsburgh PA 15215  
ATTN: William Matelan

Mailing Address:

VA Pittsburgh Healthcare System

1010 Delafield Road  
Pittsburgh PA 15215  
ATTN: William Matelan

(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)

**A.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—

July 10, 2018 AT 11:00 AM

(c) Participants will meet at—

ENGINEERING CONFERENCE ROOM AN220 / VAPHS / UNIVERSITY DRIVE

(End of Provision)

**A.8 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)

<b><u>FAR</u></b> <b><u>Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2016
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN 2017
52.211-6	BRAND NAME OR EQUAL	AUG 1999
52.214-3	AMENDMENTS TO INVITATIONS FOR BIDS	DEC 2016
52.214-4	FALSE STATEMENTS IN BIDS	APR 1984
52.214-5	SUBMISSION OF BIDS	DEC 2016
52.214-6	EXPLANATION TO PROSPECTIVE BIDDERS	APR 1984
52.214-7	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS	NOV 1999
52.214-18	PREPARATION OF BIDS—CONSTRUCTION	APR 1984
52.214-19	CONTRACT AWARD—SEALED BIDDING—CONSTRUCTION	AUG 1996
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991

**A.9 VAAR 852.228-72 ASSISTING SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESSES IN OBTAINING BONDS (DEC 2009)**

Prime contractors are encouraged to assist service-disabled veteran-owned and veteran-owned small business potential subcontractors in obtaining bonding, when required. Mentor firms are encouraged to assist protégé firms under VA's Mentor-Protégé Program in obtaining acceptable bid, payment, and performance bonds, when required, as a prime contractor under a solicitation or contract and in obtaining any required bonds under subcontracts.

(End of Clause)

## **A.10 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)**

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

- (1) Include the name, address, fax number, 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)

## **A.11 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)**

As an alternative to filing a protest with the contracting officer, an interested party may file a protest with the Deputy Assistant Secretary for Acquisition and Materiel Management, Acquisition Administration Team, Department of Veterans Affairs, 810 Vermont Avenue, NW., Washington, DC 20420, or for solicitations issued by the Office of Construction and Facilities Management, the Director, Office of Construction and Facilities Management, 810 Vermont Avenue, NW., Washington, DC 20420. The protest will not be considered if the interested party has a protest on the same or similar issues 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

## **A.12 VAAR 852.252-70 SOLICITATION PROVISIONS OR CLAUSES INCORPORATED BY REFERENCE (JAN 2008)**

The following provisions or clauses incorporated by reference in this solicitation must be completed by the offeror or prospective contractor and submitted with the quotation or offer. Copies of these provisions or clauses are available on the Internet at the Web sites provided in the provision at FAR 52.252-1, Solicitation Provisions Incorporated by Reference, or the clause at FAR 52.252-2, Clauses Incorporated by Reference. Copies may also be obtained from the contracting officer.

[Contracting officer shall list all FAR and 48 CFR Chapter 8 (VAAR) provisions and clauses incorporated by reference that must be completed by the offeror or prospective contractor and submitted with the quotation or offer.]

(End of Provision)

## **A.13 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 Provision)

## REPRESENTATIONS AND CERTIFICATIONS

### 3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2018)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is \$36.5 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 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, 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) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

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

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

(ix) 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.

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

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). 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.

(xii) 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.

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

(xiv) 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.

(xv) 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.

(xvi) 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.

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

(xviii) 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.)

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

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

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiii) 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.

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

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

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

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

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

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

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

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

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

☐ (vi) 52.223-9, 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 via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

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

(End of Provision)

**3.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

(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 database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

## GENERAL CONDITIONS

### 4.1 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

(End of Clause)

### 4.2 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

- (i) Government personnel and authorized users performing business on behalf of the Government; or
- (ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for—

- (i) Past performance reviews required by subpart 42.15;
- (ii) Information that was entered prior to April 15, 2011; or
- (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of Clause)

### 4.3 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 540 days after receipt of award. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

### 4.4 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

(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* 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 (c) 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.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

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

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

(3) For long-term contracts—

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

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

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

(d) 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.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the

Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

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

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

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code 236220 assigned to contract number .

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

(End of Clause)

#### **4.5 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)**

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

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

#### **4.6 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this

section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

## **4.7 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014)**

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

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

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

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

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

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

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

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

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

"Cost of components" means—

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

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

"Domestic construction material" means—

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

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

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 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; or

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 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)(3) of this clause shall include adequate information for Government evaluation of the request, including—

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

**FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON**

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

[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)

#### **4.8 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)

#### **4.9 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)

<b><u>FAR Number</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
52.202-1	DEFINITIONS	NOV 2013
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	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
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	OCT 2010
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED 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	OCT 2016
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	OCT 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.214-26	AUDIT AND RECORDS—SEALED BIDDING	OCT 2010
52.214-27	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS—SEALED BIDDING	AUG 2011
52.214-28	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS—SEALED BIDDING	OCT 2010
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	NOV 2016
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	MAY 2014
52.222-7	WITHHOLDING OF FUNDS	MAY 2014
52.222-8	PAYROLLS AND BASIC RECORDS	MAY 2014
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
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB 2016
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	DEC 2015
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706	JAN 2017

52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.223-21	FOAMS	JUN 2016
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-4	PATENT INDEMNITY—CONSTRUCTION CONTRACTS	DEC 2007
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-11	PLEDGES OF ASSETS	JAN 2012
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	OCT 2010
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
52.232-23	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	JUL 2013
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 ALTERNATE I (APR 1984)	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 2017

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 2015
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

#### **4.10 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)

#### **4.11 VAAR 852.211-73 BRAND NAME OR EQUAL (JAN 2008)**

(Note: as used in this clause, the term "brand name" includes identification of products by make and model.)

(a) If items called for by this invitation for bids have been identified in the schedule by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products (including products of the brand name manufacturer other than the one described by brand name) will be considered for award if such products are clearly identified in the bids and are determined by the Government to meet fully the salient characteristics requirements listed in the invitation.

(b) Unless the bidder clearly indicates in the bid that the bidder is offering an "equal" product, the bid shall be considered as offering a brand name product referenced in the invitation for bids.

(c)(1) If the bidder proposes to furnish an "equal" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the invitation for bids, or such product shall be otherwise clearly identified in the bid. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the Government and will be based on information furnished by the bidder or identified in his/her bid as well as other information reasonably available to the purchasing activity. CAUTION TO BIDDERS. The purchasing activity is not responsible for locating or securing any information that is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his/her bid all descriptive material (such as cuts, illustrations, drawings or other information) necessary for the purchasing activity to:

(i) Determine whether the product offered meets the salient characteristics requirement of the Invitation for Bids, and

(ii) Establish exactly what the bidder proposes to furnish and what the Government would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.

(2) If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he/she shall:

(i) Include in his/her bid a clear description of such proposed modifications, and

(ii) Clearly mark any descriptive material to show the proposed modifications.

(3) Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

(End of Clause)

#### **4.12 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (JUL 2016)(DEVIATION)**

(a) *Definition.* For the Department of Veterans Affairs, “Service-disabled veteran-owned small business concern or SDVSOB”:

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans or eligible surviving spouses (see VAAR 802.201 Surviving Spouse definition);

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

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

(iv) The business has been verified for ownership and control pursuant to 38 CFR 74 and is so listed in the Vendor Information Pages database, (<https://www.vip.vetbiz.gov>); and

(v) The business will comply with subcontracting limitations in 13 CFR 125.6, as applicable

(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 verified service-disabled veteran-owned small business concerns. Offers received from concerns that are not verified service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a verified service-disabled veteran-owned small business concern.

(c) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, the concern will comply with the limitation on subcontracting requirements in 13 CFR §125.6.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if the joint venture complies with the requirements in 13 CFR 125.15, provided that any reference therein to SDVO SBC is to be construed to apply to a VA verified SDVOSB as appropriate.

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in FAR 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

#### **4.13 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)

**4.14 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)**

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

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(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.

(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. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(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). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, 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)

#### **4.15 VAAR 852.236-71 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUL 2002)**

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) Large scale drawings supersede small scale drawings.
- (c) Dimensions govern in all cases. Scaling of drawings may be done only for general location and general size of items.
- (d) Dimensions shown of existing work and all dimensions required for work that is to connect with existing work shall be verified by the contractor by actual measurement of the existing work. Any work at variance with that specified or shown in the drawings shall not be performed by the contractor until approved in writing by the contracting officer.

(End of Clause)

#### **4.16 VAAR 852.236-72 PERFORMANCE OF WORK BY THE CONTRACTOR (JUL 2002) ALTERNATE I**

The clause entitled "Performance of Work by the Contractor" in FAR 52.236-1 is supplemented as follows:

- (a) Contract work accomplished on the site by laborers, mechanics, and foremen/forewomen on the contractor's payroll and under his/her direct supervision shall be included in establishing the percent of work to be performed by the contractor. Cost of material and equipment installed by such labor may be included. The work by the contractor's executive, supervisory and clerical forces shall be excluded in establishing compliance with the requirements of this clause.
- (b) The contractor shall submit, simultaneously with the cost per activity of the construction schedule required by Section 01310 or 01311, NETWORK ANALYSIS SYSTEM, a responsibility code for all activities of the network for which the contractor's forces will perform the work. The cost of these activities will be used in determining the portions of the total contract work to be executed by the contractor's forces for the purpose of this article.
- (c) If, during progress of work hereunder, the contractor requests a change in activities of work to be performed by the contractor's forces and the contracting officer determines it to be in the best interest of the Government, the contracting officer may, at his or her discretion, authorize a change in such activities of said work.
- (d) In the event the contractor fails or refuses to meet the requirement of the FAR clause at 52.236-1, it is expressly agreed that the contract price will be reduced by 15 percent of the value of that portion of the percentage requirement that is accomplished by others. For the purpose of this clause, it is agreed that 15 percent is an acceptable estimate of the contractor's overhead and profit, or mark-up, on that portion of the work which the contractor fails or refuses to perform, with his/her own forces, in accordance with the FAR clause at 52.236-1.

(End of Clause)

#### **4.17 VAAR 852.236-74 INSPECTION OF CONSTRUCTION (JUL 2002)**

The clause entitled "Inspection of Construction" in FAR 52.246-12 is supplemented as follows:

- (a) Inspection of materials and articles furnished under this contract will be made at the site by the resident engineer, unless otherwise provided for in the specifications.
- (b) Final inspection will not be made until the contract work is ready for beneficial use or occupancy. The contractor shall notify the contracting officer, through the resident engineer, fifteen (15) days prior to the date on which the work will be ready for final inspection.

(End of Clause)

#### **4.18 VAAR 852.236-76 CORRESPONDENCE (APR 1984)**

All correspondence relative to this contract shall bear Specification Number, Project Number, Department of Veterans Affairs Contract Number, title of project and name of facility.

(End of Clause)

#### **4.19 VAAR 852.236-77 REFERENCE TO "STANDARDS" (JUL 2002)**

Any materials, equipment, or workmanship specified by references to number, symbol, or title of any specific Federal, Industry or Government Agency Standard Specification shall comply with all applicable provisions of such standard specifications, except as limited to type, class or grade, or modified in contract specifications. Reference to "Standards" referred to in the contract specifications, except as modified, shall have full force and effect as though printed in detail in specifications.

(End of Clause)

#### **4.20 VAAR 852.236-78 GOVERNMENT SUPERVISION (APR 1984)**

(a) The work will be under the direction of the Department of Veterans Affairs contracting officer, who may designate another VA employee to act as resident engineer at the construction site.

(b) Except as provided below, the resident engineer's directions will not conflict with or change contract requirements.

(c) 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.

(End of Clause)

#### **4.21 VAAR 852.236-79 DAILY REPORT OF WORKERS AND MATERIAL (APR 1984)**

The contractor shall furnish to the resident engineer each day a consolidated report for the preceding work day in which is shown the number of laborers, mechanics, foremen/forewomen and pieces of heavy equipment used or employed by the contractor and subcontractors. The report shall bear the name of the firm, the branch of work which they perform such as concrete, plastering, masonry, plumbing, sheet metal work, etc. The report shall give a breakdown of employees by crafts, location where employed, and work performed. The report shall also list materials delivered to the site on the date covered by the report.

(End of Clause)

#### **4.22 VAAR 852.236-80 SUBCONTRACTS AND WORK COORDINATION (APR 1984)**

(a) Nothing contained in this contract shall be construed as creating any contractual relationship between any subcontractor and the Government. Divisions or sections of specifications are not intended to control the contractor in dividing work among subcontractors, or to limit work performed by any trade.

(b) The contractor shall be responsible to the Government for acts and omissions of his/her own employees, and of the subcontractors and their employees. The contractor shall also be responsible for coordination of the work of the trades, subcontractors, and material suppliers.

(c) The Government or its representatives will not undertake to settle any differences between the contractor and subcontractors or between subcontractors.

(d) The Government reserves the right to refuse to permit employment on the work or require dismissal from the work of any subcontractor 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 or otherwise objectionable.

(End of Clause)

## **4.23 VAAR 852.236-83 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (INCLUDING NAS) (JUL 2002)**

The clause entitled "Payments under Fixed-Price Construction Contracts" in FAR 52.232-5 is implemented as follows:

(a) Retainage:

(1) The contracting officer may retain funds:

(i) Where the 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 either to meet schedules in Section Network Analysis System (NAS), or to process the Interim Arrow Diagram/Complete Project Arrow Diagram;

(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 subparagraph 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 costs in accordance with the requirements of Section Network Analysis System (NAS) to the contracting officer for approval within 90 calendar days after date of receipt of notice to proceed. The approved cost schedule will be one of the bases for determining progress payments to the contractor for work completed.

(1) Costs as shown on this schedule must be true costs and, should the resident engineer so desire, he/she may require the contractor to submit his/her original estimate sheets or other information to substantiate the detailed makeup of the cost schedule.

(2) The total costs of all activities shall equal the contract price.

(3) Insurance and similar items shall be prorated and included in each activity cost of the critical path method (CPM) network.

(4) The CPM network shall include a separate cost loaded activity for adjusting and testing of the systems listed below. The percentages listed below will be used to determine the cost of adjust and test activities and identify, for payment purposes, the value of the work to adjust, correct and test systems after the material has been installed.

(5) Payment for adjust and test activities 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**

<b>System</b>	<b>Percent</b>
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 his/her 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 such officer approves, including but not limited to the following:

- (1) The material or equipment is in accordance with the contract requirements and/or approved samples and shop drawings.
- (2) Only those materials and/or equipment as are approved by the resident engineer for storage will be included.
- (3) Such materials and/or equipment will be protected against weather, theft and other hazards and will not be subjected to deterioration.
- (5) All of the other terms, provisions, conditions and covenants contained in the contract shall be and remain in full force and effect as therein provided.
- (6) A supplemental agreement will be executed between the Government and the contractor with the consent of the contractor's surety for off-site storage.

(e) The contractor, prior to receiving a progress or final payment under this contract, shall submit to the contracting officer a certification that the contractor has made payment from proceeds of prior payments, or that timely payment will be made from the proceeds of the progress or final payment then due, to subcontractors and suppliers in accordance with the contractual arrangements with them.

(f) 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 things required by this contract, have been submitted to the satisfaction of the contracting officer.

(End of Clause)

## **ADDITIONAL REQUIREMENTS FOR BAR CHART SCHEDULE**

A. Original Schedule: The following information shall be furnished as minimum for each activity on the initial bar chart schedule.

- Activity Description
- Estimated Duration
- Responsibility (Trade) and Manpower (Crew size)
- Planned Start and Completion Dates
- Activity Cost

### **B. Updated Schedules and Updating Procedures**

(1) The contractor shall submit, at intervals of 30 calendar days, an updated bar chart schedule of the actual construction progress. The bar chart schedule shall show the activities or portions of activities started and/or completed during the reporting period and their updated monetary percentage value(s) as a basis for the contractor's monthly progress report (payment request).

(2) The contractor shall adjust the activity bars on the bar chart schedule to reflect the actual progress and the remaining activity durations. The updated bar chart schedule shall show at a minimum the following:

- Actual start and completion dates for activities started and/or completed during the reporting period.
- VA issued changes to the original contract requirements that change the contractor's original sequence of work.
- Contractor changes in work sequence, durations, responsibility, manpower, and activity costs.

C. All contract changes durations proposed by the contractor shall be reviewed and approved by the Contracting Officer prior to insertion into the updated bar chart schedule. The updated bar chart schedule shall include all contract changes issued during the reporting period.

(End of Clause)

#### **4.24 VAAR 852.236-85 SUPPLEMENTARY LABOR STANDARDS PROVISIONS (APR 1984)**

(a) The wage determination decision of the Secretary of Labor is set forth in section GR, General Requirements, of this contract. It is the result of a study of wage conditions in the locality and establishes the minimum hourly rates of wages and fringe benefits for the described classes of labor in accordance with applicable law. No increase in the contract price will be allowed or authorized because of payment of wage rates in excess of those listed.

(b) The contractor shall submit the required copies of payrolls to the contracting officer through the resident engineer or engineer officer, when acting in that capacity. Department of Labor Form WH- 347, Payroll, available from the Superintendent of Documents, Government Printing Office, Washington, DC 20402, may be used for this purpose. If, however, the contractor or subcontractor elects to use an individually composed payroll form, it shall contain the same information shown on Form WH-347, and in addition be accompanied by Department of Labor Form WH-348, Statement of Compliance, or any other form containing the exact wording of this form.

(End of Clause)

#### **4.25 VAAR 852.236-86 WORKER'S COMPENSATION (JAN 2008)**

Public Law 107-217 (40 U.S.C. 3172) authorizes the constituted authority of States to apply their workers compensation laws to all lands and premises owned or held by the United States.

(End of Clause)

#### **4.26 VAAR 852.236-87 ACCIDENT PREVENTION (SEP 1993)**

The Resident Engineer on all assigned construction projects, or other Department of Veterans Affairs employee if designated in writing by the Contracting Officer, shall serve as Safety Officer and as such has authority, on behalf of the Contracting Officer, to monitor and enforce Contractor compliance with FAR 52.236-13, Accident Prevention. However, only the Contracting Officer may issue an order to stop all or part of the work while requiring satisfactory or corrective action to be taken by the Contractor.

(End of Clause)

#### **4.27 VAAR 852.236-88 CONTRACT CHANGES--SUPPLEMENT (JUL 2002)**

The clauses entitled "Changes" in FAR 52.243-4 and "Differing Site Conditions" in FAR 52.236-2 are supplemented as follows:

(a) Paragraphs (a)(1) through (a)(4) apply to proposed contract changes costing over \$500,000.

(1) When requested by the contracting officer, the contractor shall submit proposals for changes in work to the resident engineer. Proposals, to be submitted as expeditiously as possible but within 30 calendar days after receipt of request, shall be in legible form, original and two copies, with an itemized breakdown that will include material, quantities, unit prices, labor costs (separated into trades), construction equipment, etc. (Labor costs are to be identified with specific material placed or operation performed.) The contractor must obtain and furnish with a proposal an itemized breakdown as

described above, signed by each subcontractor participating in the change regardless of tier. When certified cost or pricing data are required under FAR Subpart 15.403, the cost or pricing data shall be submitted in accordance with FAR 15.403-5.

(2) When the necessity to proceed with a change does not allow sufficient time to negotiate a modification or because of failure to reach an agreement, the contracting officer may issue a change order instructing the contractor to proceed on the basis of a tentative price based on the best estimate available at the time, with the firm price to be determined later. Furthermore, when the change order is issued, the contractor shall submit a proposal, which includes the information required by paragraph (a)(1), for cost of changes in work within 30 calendar days.

(3) The contracting officer will consider issuing a settlement by determination to the contract if the contractor's proposal required by paragraphs (a)(1) or (a)(2) of this clause is not received within 30 calendar days or if agreement has not been reached.

(4) Bond premium adjustment, consequent upon changes ordered, will be made as elsewhere specified at the time of final settlement under the contract and will not be included in the individual change.

(b) Paragraphs (b)(1) through (b)(11) apply to proposed contract changes costing \$500,000 or less:

(1) When requested by the contracting officer, the contractor shall submit proposals for changes in work to the resident engineer. Proposals, to be submitted as expeditiously as possible but within 30 calendar days after receipt of request, shall be in legible form, original and two copies, with an itemized breakdown that will include material, quantities, unit prices, labor costs (separated into trades), construction equipment, etc. (Labor costs are to be identified with specific material placed or operation performed.) The contractor must obtain and furnish with a proposal an itemized breakdown as described above, signed by each subcontractor participating in the change regardless of tier. When certified cost or pricing data or information other than cost or pricing data are required under FAR 15.403, the data shall be submitted in accordance with FAR 15.403-5. No itemized breakdown will be required for proposals amounting to less than \$1,000.

(2) When the necessity to proceed with a change does not allow sufficient time to negotiate a modification or because of failure to reach an agreement, the contracting officer may issue a change order instructing the contractor to proceed on the basis of a tentative price based on the best estimate available at the time, with the firm price to be determined later. Furthermore, when the change order is issued, the contractor shall submit within 30 calendar days, a proposal that includes the information required by paragraph (b)(1) for the cost of the changes in work.

(3) The contracting officer will consider issuing a settlement by determination to the contract if the contractor's proposal required by paragraphs (b)(1) or (b)(2) of this clause is not received within 30 calendar days, or if agreement has not been reached.

(4) 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 use of construction 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. Allowable percentages on changes will not exceed the following: 10 percent overhead and 10 percent profit on the first \$20,000; 7-1/2 percent overhead and 7-1/2 percent profit on the next \$30,000; 5 percent overhead and 5 percent profit on balance over \$50,000. Profit shall be computed by multiplying the profit percentage by the sum of the direct costs and computed overhead costs.

(5) The prime contractor's or upper-tier subcontractor's fee on work performed by lower-tier subcontractors will be based on the net increased cost to the prime contractor or upper-tier subcontractor, as applicable. Allowable fee on changes will not exceed the following: 10 percent fee on the first \$20,000; 7-1/2 percent fee on the next \$30,000; and 5 percent fee on balance over \$50,000.

(6) Not more than four percentages, none of which exceed the percentages shown above, will be allowed regardless of the number of tiers of subcontractors.

(7) 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 of subcontractors' portions cost computed in accordance herewith.

(8) 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 he/she 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.

(9) Cost of Federal Old Age Benefit (Social Security) tax and of Worker's Compensation and Public Liability insurance appertaining to changes are allowable. While no percentage will be allowed thereon for overhead or profit, prime contractor's fee will be allowed on such items in subcontractors' proposals.

(10) 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 therefore. 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.

(11) Bond premium adjustment, consequent upon changes ordered, will be made as elsewhere specified at the time of final settlement under the contract and will not be included in the individual change.

(End of Clause)

#### **4.28 VAAR 852.236-89 BUY AMERICAN ACT (JAN 2008)**

(a) Reference is made to the clause entitled "Buy American Act--Construction Materials," FAR 52.225-9.

(b) Notwithstanding a bidder's right to offer identifiable foreign construction material in its bid pursuant to FAR 52.225-9, VA does not anticipate accepting an offer that includes foreign construction material.

(c) If a bidder chooses to submit a bid that includes foreign construction material, that bidder must provide a listing of the specific foreign construction material he/she intends to use and a price for said material. Bidders must include bid prices for comparable domestic construction material. If VA determines not to accept foreign construction material and no comparable domestic construction material is provided, the entire bid will be rejected.

(d) Any foreign construction material proposed after award will be rejected unless the bidder proves to VA's satisfaction: (1) it was impossible to request the exemption prior to award, and (2) said domestic construction material is no longer available, or (3) where the price has escalated so dramatically after the contract has been awarded that it would be unconscionable to require performance at that price. The determinations required by (1), (2), and (3) of this paragraph shall be made in accordance with Subpart 825.2 and FAR 25.2.

(e) By signing this bid, the bidder declares that all articles, materials and supplies for use on the project shall be domestic unless specifically set forth on the Bid Form or addendum thereto.

(End of Clause)

#### **4.29 VAAR 852.236-91 SPECIAL NOTES (JUL 2002)**

(a) Signing of the bid shall be deemed to be a representation by the bidder that:

(1) Bidder is a construction contractor who owns, operates, or maintains a place of business, regularly engaged in construction, alteration, or repair of buildings, structures, and communications facilities, or other engineering projects, including furnishing and installing of necessary equipment; or

(2) If newly entering into a construction activity, bidder has made all necessary arrangements for personnel, construction equipment, and required licenses to perform construction work; and

(3) Upon request, prior to award, bidder will promptly furnish to the Government a statement of facts in detail as to bidder's previous experience (including recent and current contracts), organization (including company officers), technical qualifications, financial resources and facilities available to perform the contemplated work.

(b) Unless otherwise provided in this contract, where the use of optional materials or construction is permitted, the same standard of workmanship, fabrication and installation shall be required irrespective of which option is selected. The contractor shall make any change or adjustment in connecting work or otherwise necessitated by the use of such optional material or construction, without additional cost to the Government.

(c) When approval is given for a system component having functional or physical characteristics different from those indicated or specified, it is the responsibility of the contractor to furnish and install related components with characteristics and capacities compatible with the approved substitute component as required for systems to function as noted on drawings and specifications. There shall be no additional cost to the Government.

(d) In some instances it may have been impracticable to detail all items in specifications or on drawings because of variances in manufacturers' methods of achieving specified results. In such instances the contractor will be required to furnish all labor, materials, drawings, services and connections necessary to produce systems or equipment which are completely installed, functional, and ready for operation by facility personnel in accordance with their intended use.

(e) Claims by the contractor for delay attributed to unusually severe weather must be supported by climatological data covering the period and the same period for the 10 preceding years. When the weather in question exceeds in intensity or frequency the 10-year average, the excess experienced shall be considered "unusually severe." Comparison shall be on a monthly basis. Whether or not unusually severe weather in fact delays the work will depend upon the effect of weather on the branches of work being performed during the time under consideration.

(End of Clause)

#### **4.30 VAAR 852.246-74 SPECIAL WARRANTIES (JAN 2008)**

The clause entitled "Warranty of Construction" in FAR 52.246-21 is supplemented as follows:

Any special warranties that may be required under the contract shall be subject to the elections set forth in the FAR clause at 52.246-21, Warranty of Construction, unless otherwise provided for in such special warranties.

(End of Clause)

#### **4.31 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO 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. 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 CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. 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 CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

## 4.32 IT CONTRACT SECURITY

### VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

#### 1. GENERAL

Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

#### 2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

e. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

### 3. VA INFORMATION CUSTODIAL LANGUAGE

a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

b. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

c. Prior to termination or completion of this contract, contractor/ subcontractor must not destroy information received from VA, or gathered/ created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, Records and Information Management and its Handbook 6300.1 Records Management Procedures, applicable VA Records Control Schedules, and VA Handbook 6500.1, Electronic Media Sanitization. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

f. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

g. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, Business Associate Agreements. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

h. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

i. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

k. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

l. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COR.

#### 4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

a. Information systems that are designed or developed for or on behalf of VA at non-VA facilities shall comply with all VA directives developed in accordance with FISMA, HIPAA, NIST, and related VA security and privacy control requirements for Federal information systems. This includes standards for the protection of electronic PHI, outlined in 45 C.F.R. Part 164, Subpart C, information and system security categorization level designations in accordance with FIPS 199 and FIPS 200 with implementation of all baseline security controls commensurate with the FIPS 199 system security categorization (reference Appendix D of VA Handbook 6500, VA Information Security Program). During the development cycle a Privacy Impact Assessment (PIA) must be completed, provided to the COR, and approved by the VA Privacy Service in accordance with Directive 6507, VA Privacy Impact Assessment.

b. The contractor/subcontractor shall certify to the COR that applications are fully functional and operate correctly as intended on systems using the VA Federal Desktop Core Configuration (FDCC), and the common security configuration guidelines provided by NIST or the VA. This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista) and future versions, as required.

c. The standard installation, operation, maintenance, updating, and patching of software shall not alter the configuration settings from the VA approved and FDCC configuration. Information technology staff must also use the Windows Installer Service for installation to the default "program files" directory and silently install and uninstall.

d. Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

e. The security controls must be designed, developed, approved by VA, and implemented in accordance with the provisions of VA security system development life cycle as outlined in NIST Special Publication 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems, VA Handbook 6500, Information Security Program and VA Handbook 6500.5, Incorporating Security and Privacy in System Development Lifecycle.

f. The contractor/subcontractor is required to design, develop, or operate a System of Records Notice (SOR) on individuals to accomplish an agency function subject to the Privacy Act of 1974, (as amended), Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Privacy Act may involve the imposition of criminal and civil penalties.

g. The contractor/subcontractor agrees to:

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:

(a) The Systems of Records (SOR); and

(b) The design, development, or operation work that the contractor/ subcontractor is to perform;

(1) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and

(2) Include this Privacy Act clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a SOR.

h. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a SOR on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a SOR on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a SOR on individuals to accomplish an agency function, the contractor/subcontractor is considered to be an employee of the agency.

(1) "Operation of a System of Records" means performance of any of the activities associated with maintaining the SOR, including the collection, use, maintenance, and dissemination of records.

(2) "Record" means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and contains the person's name, or identifying number, symbol, or any other identifying particular assigned to the individual, such as a fingerprint or voiceprint, or a photograph.

(3) "System of Records" means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

i. The vendor shall ensure the security of all procured or developed systems and technologies, including their subcomponents (hereinafter referred to as "Systems"), throughout the life of this contract and any extension, warranty, or maintenance periods. This includes, but is not limited to workarounds, patches, hotfixes, upgrades, and any physical components (hereafter referred to as Security Fixes) which may be necessary to fix all security vulnerabilities published or known to the vendor anywhere in the Systems, including Operating Systems and firmware. The vendor shall ensure that Security Fixes shall not negatively impact the Systems.

j. The vendor shall notify VA within 24 hours of the discovery or disclosure of successful exploits of the vulnerability which can compromise the security of the Systems (including the confidentiality or integrity of its data and operations, or the availability of the system). Such issues shall be remediated as quickly as is practical, but in no event longer than days.

k. When the Security Fixes involve installing third party patches (such as Microsoft OS patches or Adobe Acrobat), the vendor will provide written notice to the VA that the patch has been validated as not affecting the Systems within 10 working days. When the vendor is responsible for operations or maintenance of the Systems, they shall apply the Security Fixes within days.

l. All other vulnerabilities shall be remediated as specified in this paragraph in a timely manner based on risk, but within 60 days of discovery or disclosure. Exceptions to this paragraph (e.g. for the convenience of VA) shall only be granted with approval of the contracting officer and the VA Assistant Secretary for Office of Information and Technology.

## 5. INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

a. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors/subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The contractor's security control procedures must be equivalent, to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the COR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation.

b. Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.

c. Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the contractor's systems in accordance with VA Handbook 6500.3, Certification and Accreditation and/or the VA OCS Certification Program Office. Government- owned (government facility or government equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.

d. The contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The contractor/subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes approved by the government. Contractor/subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor/ subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re- authorized per VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.

e. The contractor/subcontractor must conduct an annual self assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COR. The government reserves the right to conduct such an assessment using government personnel or another contractor/subcontractor. The contractor/subcontractor must take appropriate and timely action (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.

f. VA prohibits the installation and use of personally-owned or contractor/ subcontractor-owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA-approved configuration. Software must be kept current, including all critical

updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

g. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, Electronic Media Sanitization upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the contractor/subcontractor or any person acting on behalf of the contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors/ subcontractors that contain VA information must be returned to the VA for sanitization or destruction or the contractor/subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.

h. Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes. The options are:

- (1) Vendor must accept the system without the drive;
- (2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or
- (3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.
- (4) Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;
  - (a) The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and
  - (b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or contract.
  - (c) A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

## 6. SECURITY INCIDENT INVESTIGATION

a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/ subcontractor has access.

b. To the extent known by the contractor/subcontractor, the contractor/ subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

## 7. LIQUIDATED DAMAGES FOR DATA BREACH

a. Consistent with the requirements of 38 U.S.C. 5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

b. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

c. Each risk analysis shall address all relevant information concerning the data breach, including the following:

- (1) Nature of the event (loss, theft, unauthorized access);
- (2) Description of the event, including:
  - (a) date of occurrence;
  - (b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
- (3) Number of individuals affected or potentially affected;
- (4) Names of individuals or groups affected or potentially affected;
- (5) Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
- (6) Amount of time the data has been out of VA control;
- (7) The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
- (8) Known misuses of data containing sensitive personal information, if any;
- (9) Assessment of the potential harm to the affected individuals;
- (10) Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and
- (11) Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.

d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:

- (1) Notification;
- (2) One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
- (3) Data breach analysis;
- (4) Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
- (5) One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
- (6) Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

#### 8. SECURITY CONTROLS COMPLIANCE TESTING

On a periodic basis, VA, including the Office of Inspector General, reserves the right to evaluate any or all of the security controls and privacy practices implemented by the contractor under the clauses contained within the contract. With 10 working-day's notice, at the request of the government, the contractor must fully cooperate and assist in a government-sponsored security controls assessment at each location wherein VA information is processed or stored, or information systems are developed, operated, maintained, or used on behalf of VA, including those initiated by the Office of Inspector General. The government may conduct a security control assessment on shorter notice (to include unannounced assessments) as determined by VA in the event of a security incident or at any other time.

#### 9. TRAINING

a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:


















- (1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the Contractor Rules of Behavior, Appendix E relating to access to VA information and information systems;
- (2) Successfully complete the VA Cyber Security Awareness and Rules of Behavior training and annually complete required security training;
- (3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
- (4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access [to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document - e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]

b. The contractor shall provide to the contracting officer and/or the COR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.

c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

(End of Clause)

The following attachments are hereby made part of this solicitation and any resulting contract

-  S02 DRAWINGS 1-10
-  S02 DRAWINGS 11-15
-  S02 DRAWINGS 16-30
-  S02 DRAWINGS 31-55
-  S02 DRAWINGS 56-60
-  S02 DRAWINGS 61-64
  
-  S02 SPECIFICATIONS - REV
-  S02 SPECS APPENDIX VOL 1
-  S02 SPECS APPENDIX VOL 2
-  S02 SPECS APPENDIX VOL 3
-  S02 SPECS APPENDIX VOL 4A
-  S02 SPECS APPENDIX VOL 4B
-  S02 SPECS APPENDIX VOL 5
-  S02 SPECS APPENDIX VOL 6
-  S02 SPECS APPENDIX VOL 7A
-  S02 SPECS APPENDIX VOL 7B
-  S02 SPECS APPENDIX VOL 7C

General Decision Number: PA180001 06/22/2018 PA1

Superseded General Decision Number: PA20170001

State: Pennsylvania

Construction Type: Building

County: Allegheny County in Pennsylvania.

BUILDING ERECTION AND FOUNDATION EXCAVATION PROJECTS (does not include residential construction consisting of single family homes and apartmennts up to and including 4 stories) EXCLUDING SEWAGE AND TREATMENT PLANT PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	02/09/2018
3	03/16/2018
4	06/01/2018
5	06/08/2018
6	06/15/2018
7	06/22/2018

ASBE0002-001 08/01/2017

	Rates	Fringes
Asbestos Workers/Insulator		
Includes the application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems.....	\$ 39.76	24.17

BOIL0154-001 01/01/2017

	Rates	Fringes
BOILERMAKER.....	\$ 40.90	27.27

BRPA0009-029 12/01/2017

	Rates	Fringes
BRICKLAYER.....	\$ 31.69	21.27

BRPA0009-060 06/01/2018

	Rates	Fringes
MASON - STONE.....	\$ 32.97	20.75

\* BRPA0009-061 06/01/2018

	Rates	Fringes
TILE SETTER.....	\$ 30.95	18.68

CARP0142-001 06/01/2017

	Rates	Fringes
Carpenter/Lather.....	\$ 33.01	16.45

CARP1759-001 06/01/2017

	Rates	Fringes
FLOOR LAYER: Carpet.....	\$ 33.01	16.45

CARP2235-001 06/01/2017

	Rates	Fringes
MILLWRIGHT.....	\$ 39.83	18.62

CARP2235-007 01/01/2018

	Rates	Fringes
PILEDRIVERMAN.....	\$ 33.55	18.55

ELEC0005-007 12/23/2017

	Rates	Fringes
ELECTRICIAN.....	\$ 39.76	25.43

ELEC0126-006 05/28/2018

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 46.29	29.25%+11.25
Groundmen.....	\$ 27.77	29.25%+11.25
Lineman.....	\$ 46.29	29.25%+11.25
Truck Driver.....	\$ 30.09	29.25%+11.25
Winch Truck Operator.....	\$ 32.40	29.25%+11.25

ELEV0006-001 01/01/2018

	Rates	Fringes
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ELEVATOR MECHANIC.....\$ 47.22                      32.645+A+B

FOOTNOTE:    A. Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Years's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.

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\* ENGI0066-001 06/01/2018

	Rates	Fringes
Power equipment operators:		
CLASS 1.....	\$ 35.09	20.95
CLASS 2.....	\$ 29.90	20.15
CLASS 3.....	\$ 27.46	20.15

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

##### CLASS I

Asphalt Paver, Asphalt Roller, Asphalt Plant Operator, Athey Loader, Auger (Truck or Tractor Mounted), Auto Grader (C.M.I. and similar), Backhoe (180' and 360' swing), Back-Filling Machine, Batch Plant, Bulldozer, Cable Layer, Cableway, Caisson Drill, Central Mix Plant, Compactor with Blade, Concrete Pump (all types), Over-Head Crane, Crane (Crawler or Truck Mounted)\*, Tower Crane (Stationary or Climbing Type), Rough Terrain Crane\*\*, Wagon Crane, Crushing and/or Screening Plant, Derrick Traveler, Derrick (all types)(when assistance is needed it will be an oiler or apprentice), Derrick Boats, Dragline, Drill (Davey or similar), Dredge, Drill (Well and Core)(Truck or Skid Mounted), Elevator, Excavating Equipment (all other), Fork Lift (Lull or similar), Franki Pile Machine (or similar), Guard Post Driver, Gradall (all types), Grader, Elevating Grader, Equipment Greaser, Helicopter, Helicopter Hoist Operators, Front End Loader, Hoist, Hydraulic Boom Truck, Jumbo Operator, Kocal, Koehring Scooper, Locomotive, Metro Chip Harvester (or similar), Mix Mobile, Mixer - Paver, Mucking Machine, Multiple Bowl Machines, Pile Driver (Sonic or similar), Scrapers, Shovels (powered), Slip Form Paver (C.M.I. and similar), Spreader (Concrete, Asphalt, or Stone), Tire Repairman (when assigned to a jobsite), Tower Mobile, Tractors (all types), Trencher, Tug Boat, Vermeer Saw, Welder (repairman), Whirley

\* Cranes with Boom or Mast length (including jib) 100 ft or over shall be paid an additional \$.50 per hour for each 50-foot increment of additional boom and/or jib length)

\*\* Rough Terrain Cranes with Boom or Mast length (including jib) 101 ft or over shall be paid an Additional \$.50 per hour for each 50-foot increment of additional boom and/or jib length)

Note: An additional \$1.25 per hour (not counting boom pay) shall be paid for any crane (excluding overhead cranes)

rated 100 ton or over.

#### CLASS II

Ballast Regulator, Boat (material or personnel)(powered), Boiler, Boring Machine, Compressor (combined with Air Tugger, Air Pump, Guniting Machine, or Sand Blaster), Concrete Belt Placer, Concrete Saw, Conveyor, Carry Crane, Crushing/Screening Plants, Curb Builder (self-propelled), Forklifts (ridden or self-propelled), Form Line Machine, Generator (over 5KW), Grout Pump, Heaters, Hoist (monorail, roof, one drum-regardless of power used), Huck Machine (or similar), Hydraulic Jack (single or multiple)(power driven), Ladavator, Mortar Mixer, Mulching Machine, Pavement Breaker (self-propelled or ridden), Pin Puller (powered), Pipe Cleaning Machine, Pipe Dream, Power Broom (except push type), Pulverizer, Pumps (regardless of power used), Roller/Compactor (Dirt), Refrigeration Plant, Ross Carrier (or similar), Seeding Machine, Skid Steer Loader (or similar), Slab Lifting Machine (hydraulic), Soil Stabilizer (pump type), Spray Cure Machine (power driven), Side Delivery Shoulder Spreader (attachment), Steam Jenny (or similar), Stone Crusher, Stone Spreader (self-propelled), Siphon (steam or air), Tie Tamper (multiple heads), Tractor (when used for landscaping, snaking, or hauling), Truck (Winch)(when hoisting and placing), Tube Finisher (C.M.I. and similar), Tugger, Water Blaster, Welding Machine, Well Point System

#### CLASS III

Brakeman, Deck Hand, Helicopter Signalman, Oiler\*, Elevator (Alterations & Remodeling Commercial Buildings),

\* Oilers on Truck Cranes: less than 50 ton shall receive \$.10 over the Class III base rate; 50 ton up to 100 ton rated capacity shall be paid an additional \$.25 per hour over the Class III base rate; 100 ton and over shall be paid an additional \$1.00 per hour over the Class III base rate.

General Note: Hazardous Material Sites Level C & D receive \$1.00 per hour premium for all classifications and Levels A & B receive \$2.50 premium for all classifications

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IRON0003-002 06/01/2017

	Rates	Fringes
IRONWORKER.....	\$ 33.54	29.87

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LABO0613-002 01/01/2016

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.22	14.60
GROUP 2.....	\$ 22.37	14.60
GROUP 3.....	\$ 22.50	14.60
GROUP 4.....	\$ 22.97	14.60

#### LABORERS CLASSIFICATIONS

GROUP 1: COMMON LABORER - Building laborer; Brick removal

for alterations; Carryable pumps; West brick buggy or similar; Walk behind forklift or similar (non self-propelled); Stripper and mover of forms; Toolroom man; all material conveyors (regardless of power used, including starting and stopping); Pouring of mortar or aggregate into blocks of voids

GROUP 2: SKILLED LABORER - West brick buggy or similar (self propelled); Power wheelbarrows and buggies; walk behind forklift or similar (self-propelled); Drill runner; All operators of compacting equipment; Pipe layer; Burner; Jackhammer man - concrete buster; Vibrator operator; Clay spade and/or similar; Gunnite nozzleman; Blaster; Concrete saw operator; Hod carrier; Scaffold builder; Air track operator; Bell and Bottom Man on furnace and stacks; Grout machine feeder and pump operator; Gunnite machine operator or similar; Gunnite machine potman or similar; Mortar Mixer; Mortar mixer machine (regardless of power used, including starting and stopping); Wagon drill operator; Laser cleaner; Lancer

GROUP 3: Asbestos removal or abatement laborer

GROUP 4: Toxic or Hazardous waste handling laborer

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LABO0952-004 07/01/2015

	Rates	Fringes
Landscaping		
GROUP 1.....	\$ 18.50	13.30
GROUP 2.....	\$ 18.92	13.30
GROUP 3.....	\$ 19.22	13.30

#### LANDSCAPING CLASSIFICATIONS

GROUP 1: Landscape laborer to include general landscaping work and the driving of trucks for the distribution of materials on the job site but not to include trucks used to transport supplies to the job

GROUP 2: Skilled Landscape Laborer to plant all types of trees and shrubs without direct supervision.

GROUP 3 - Landscape tractor operator to operate small industrial rubber tire tractor equipped with front end loader and backhoe attachment or a skid loader with landscape attachments used for the sole purpose of landscape work including soil spreading, unloading and loading of materials and such other landscaping work but not for heavy and highway construction work

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PAIN0057-003 06/01/2017

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 27.50	18.43

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PAIN0057-005 06/01/2018

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 28.10	19.60
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PAIN0751-001 09/01/2017		

	Rates	Fringes
GLAZIER.....	\$ 28.00	22.36
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PLAS0031-014 06/01/2015		

	Rates	Fringes
PLASTERER.....	\$ 27.97	14.26
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PLAS0526-007 06/01/2018		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.37	18.89
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PLUM0027-002 06/01/2017		

	Rates	Fringes
PLUMBER.....	\$ 39.20	21.27
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PLUM0449-001 06/01/2017		

	Rates	Fringes
PIPEFITTER.....	\$ 39.35	20.97
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ROOF0037-001 06/01/2018		

	Rates	Fringes
ROOFER.....	\$ 31.00	16.42
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SFPA0542-001 07/01/2017		

	Rates	Fringes
SPRINKLER FITTER.....	\$ 37.17	19.52
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SHEE0012-002 07/01/2017		

	Rates	Fringes
SHEET METAL WORKER.....	\$ 33.70	27.21
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TEAM0040-002 01/01/2017		

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 28.10	17.42
GROUP 2.....	\$ 28.24	17.50
GROUP 3.....	\$ 28.71	17.80

## FOOTNOTES:

A. Hazardous/toxic waste material/work level A & B receive additional \$2.50 per hour above classification rate

B. Hazardous/toxic waste materials/Work level C & D receive \$1.00 per hour above classification

## TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Single Axle (2 axles including steering axle);  
Includes partsman and warehoueman

GROUP 2 - Tandem - Tri-Axle - Semi-Tractor Trailer  
(combination) (3 axles or more including steering axle)

GROUP 3 - Specialty Vehicles; Heavy equipment whose capacity exceeds that for which state licenses are issued specifically refers to units in excess of eight (8) feet width (such as Euclids, Atley Wagon, Payloader, Tournawagons, and similar equipment when not self loaded); Tar and Asphalt Distributors Trucks, Heavy Duty Trailer, such as Low Boy, High Boy

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

See attached document: S02 DRAWINGS 1-10.

See attached document: S02 DRAWINGS 11-15.

See attached document: S02 DRAWINGS 16-30.

See attached document: S02 DRAWINGS 31-55.

See attached document: S02 DRAWINGS 56-60.

See attached document: S02 DRAWINGS 61-64.

See attached document: S02 SPECIFICATIONS - REV.

See attached document: S02 SPECS APPENDIX VOL 1.

See attached document: S02 SPECS APPENDIX VOL 2.

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End of Document