SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	36C10F26R0053	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	05-21-2026	

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

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
Department of Veterans Affairs Office of Construction and Facilities Management (00CFM3B) 425 I Street NW Washington DC 20001	003C4	

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)
	Gerald Brusaw	

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)

Construct Temporary Supportive Housing and Welcome Center West Los Angeles VAMC,
This procurement shall be issued as an 100% Service Disabled Veteran Owned Small Business (SDVOSB) set-aside under NAICS Code 236220, Small Business Size Standard of $45 million. In order to receive consideration as an SDVOSB, the entity shall be registered as such at https://veterans.certify.sba.gov/ at time of proposal submission, and immediately prior to award.

All requests for information shall be submitted to gerald.brusaw@va.gov no later than 3:00 PM ET on 06/11/2026. Late requests will not be accepted.

Price is not evaluated in Phase I, respondents shall only respond to Phase I evaluation criteria.

11. The Contractor shall begin performance within 15 calendar days and complete it within 210 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.)	12b. CALENDAR DAYS
☒ YES ☐ NO	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 5:00PM EDT (hour) local time 06-23-2026 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due.

b. An offer guarantee ☒ is, ☐ is not required.

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

d. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NUMBER (Include area code)
	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 _____ 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	

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 Department of Veterans Affairs Office of Construction and Facilities Management 425 I Street NW Washington DC 20001	101F	27. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971 PHONE: FAX:

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 BY	31c. AWARD DATE

OFFEROR BID SCHEDULE

PRICE: Evaluation will be based on the total price for the base CLINs plus all pre-priced optional CLINs. The Government reserves the right to award any optional CLINs at any time after the initial contract award, but no later than the expiration of the period of performance.

CLIN	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	PRICE
0001	**BASE-220 Temporary Supportive Housing Unit**	**220**	_____
0002	**Welcome Center**	**1**	_____
0003	**Optional CLIN 1, 20 additional Temporary Supportive Housing Units**	**20**	_____
0004	**Optional CLIN 2, 20 additional Temporary Supportive Housing Units**	**20**	_____

Table of Contents

PART I - THE SCHEDULE **1**

SECTION A - SOLICITATION/CONTRACT FORM **1**

A.1 SF 1442 SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) 1
A.2 SF 1442 SOLICITATION, OFFER, AND AWARD (CONSTRUCTION, ALTERATION, OR REPAIR)– BACK 2

INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS **7**

1. PURPOSE **7**

2. SCOPE OF WORK **8**

3. GENERAL REQUIREMENTS AND BASIS OF DESIGN **8**

4. TEMPORARY SUPPORTIVE HOUSING UNIT REQUIREMENTS **9**

5. CLUSTER OUTPOST REQUIREMENTS **11**

6. WELCOME CENTER REQUIREMENTS **12**

7. CODES, STANDARDS, AND CRITERIA **13**

8. SUBMITTALS AND DELIVERABLES **13**

9. INSTALLATION, TESTING, COMMISSIONING, AND TRAINING **14**

10. WARRANTY AND CLOSEOUT **14**

11. EXCLUSIONS **15**

1.1 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION) 19
1.2 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (NOV 2025) (DEVIATION) 19
1.3 52.222-33 NOTICE OF REQUIREMENT FOR PROJECT LABOR AGREEMENT (NOV 2025) (DEVIATION) ALTERNATE III (NOV 2025) 19
1.4 52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014) 20
1.5 52.228-1 BID GUARANTEE (SEP 1996) 21
1.6 52.228-17 INDIVIDUAL SURETY—PLEDGE OF ASSETS (BID GUARANTEE) (FEB 2021) 21
1.7 52.233-2 SERVICE OF PROTEST (SEP 2006) 22
1.8 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (NOV 2025) (DEVIATION) 22
1.9 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) 26
1.10 VAAR 852.228-72 ASSISTING SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESSES IN OBTAINING BONDS (DEC 2009) 27
1.11 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018) 27
1.12 PARTNERING 28

REPRESENTATIONS AND CERTIFICATIONS **29**

3.1 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) 29
3.2 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS—CERTIFICATION (NOV 2021) 30

GENERAL CONDITIONS 33

4.1 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021) 33
4.2 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) 34
4.3 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) 34
4.4 52.211-12 LIQUIDATED DAMAGES—CONSTRUCTION (SEPT 2000) 35
4.5 52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (NOV 2025) (DEVIATION) 35
4.6 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (NOV 2025) (DEVIATION) 37
4.7 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (NOV 2025) (DEVIATION) 38
4.8 52.225-11 BUY AMERICAN—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2025) (DEVIATION) 39
4.9 SUPPLEMENTAL INSURANCE REQUIREMENTS 45
4.10 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION) 46
4.11 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 55
4.12 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (NOV 2025) (DEVIATION) 56
4.13 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018) 58
4.14 VAAR 852.236-72 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 2019) ALTERNATE I (APR 2019) 59
4.15 VAAR 852.236-79 CONTRACTOR PRODUCTION REPORT (APR 2019) 60
4.16 VAAR 852.236-80 SUBCONTRACTS AND WORK COORDINATION (APR 2019) ALTERNATE I (APR 2019) 60
4.17 VAAR 852.243-70 CONSTRUCTION CONTRACT CHANGES—SUPPLEMENT (SEP 2019) 61
4.18 MANDATORY WRITTEN DISCLOSURES 63
4.19 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION) 63
4.20 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION) 66
4.21 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020) 68

DESIGN BUILD SPECIFICATIONS 106

4.22 GENDER 106
4.23 CONTRACTOR'S COST BREAKDOWN 106
4.24 SCHEDULE OF PAYMENTS FOR DESIGN SERVICES 106

4.25 OWNERSHIP OF ORIGINAL DOCUMENTS 106
4.26 RETENTION OF REVIEW DOCUMENTS 106
4.27 CONTRACT DRAWINGS AND SPECIFICATIONS GOVERNMENT FURNISHED PLANNING INFORMATION 107
4.28 COORDINATION WITH MEDICAL CENTER 107
4.29 RESPONSIBILITY OF THE DESIGN-BUILD CONTRACTOR 107

INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS

DEPARTMENT OF VETERANS AFFAIRS

WEST LOS ANGELES VA MEDICAL CENTER (WLA VAMC)
STATEMENT OF WORK
Temporary Supportive Housing Units, Cluster Outposts, and Welcome Center

Campus Address: 11301 Wilshire Blvd, Los Angeles, CA 90073

1. PURPOSE

The Department of Veterans Affairs (VA) requires a contractor to furnish professional design support, provide all labor, materials, equipment, transportation, supervision, permits, and incidentals, and perform all work necessary to deliver temporary or non-permanent housing and support environment for the National Center for Warrior Independence (NCWI) at the West Los Angeles VA Medical Center Campus.

This project directly supports the clinical needs of Veterans by ensuring that the Temporary Supportive Housing Units, Cluster Outposts, and Welcome Center are purposefully built to promote Veteran health, safety, stability, and access to care. The units, outposts, and Welcome Center are designed in coordination with VA clinical, behavioral health, vocational rehabilitation, and other rehabilitative service stakeholders to provide safe and accessible living spaces that will reduce environmental health risks, support infection control, accommodate bariatric and mobility needs, and enhance and facilitate on-site clinical assessment, mental and behavioral health services, vocational training, and staff support functions. By aligning this project with established clinical and rehabilitative requirements this initiative strengthens the continuum of care for Veterans transitioning from trauma, rehabilitation, or unstable living conditions, and supports their progression toward independence and community reintegration, ensuring that housing functions as an integrated extension of VA's clinical mission.

The objective of this effort is to provide a total of 220 temporary supportive housing units erected adjacent to the existing Care, Treatment, Rehabilitative Services (CTRS) residential units arranged in neighborhood clusters, together with associated site infrastructure, accessible routes, common exterior features, and a Welcome Center to support intake, staff operations, Veteran support functions, and related services. The resulting facilities shall provide a safe, secure, accessible, durable, maintainable, landscaped environment that supports Veteran dignity, privacy, and operational effectiveness.

2. SCOPE OF WORK

The Contractor shall furnish, design, coordinate, deliver, install, test, commission, and warrant 220 Temporary Supportive Housing Units with optional pricing as specified on the provided bid sheet for two additional increments of 20 temporary supportive housing units. Contractor shall also include a Welcome Center (see section 6.3) and the associated site improvements, in areas designated by VA at WLA VAMC. The VA emphasizes performance-based results; therefore, the contractor may determine the means and methods of installation layout and alternatives or betterments to best utilize parcels as long as all code and performance standards are met.

The work shall include, at a minimum:

a. Development and validation of a site-adapted layout for approximately 220 (minimum) temporary supportive housing units and a Welcome Center (for outpost locations see Parcel Appendix). This task also includes requirements for a virtual reality mock- up of temporary supportive housing units and Welcome center. Each outpost should have a community/neighborhood feel and the mockups should show this requirement.

b. Furnishing and installation of temporary supportive housing units, including foundations or support systems, anchorage, utility connections, interior fixtures, and required life-safety components.

c. Development of cluster outposts, generally organized in groups of three or four units unless otherwise approved by VA.

d. Site preparation, grading, drainage, pedestrian circulation, accessible routes, ramps, landings, lighting, utility distribution, and related civil/site work to include tree trimming to support site adaptation will be required for a complete installation. Utility distribution will be above ground level and will require tamper proof considerations.

e. Exterior and common-area improvements, landscaping shall improve overall aesthetics by providing a cleaner, more attractive, and well-maintained appearance that compliments the surrounding architecture supporting the neighborhood outposts, including shade, seating, and designated service-animal relief areas. Removal of existing trees is not authorized. Trimming of existing tree branches to meet overall aesthetics and site adaptation planning is authorized and shall be performed in accordance with National Arborist Association recommendations.

f. Furnishing and installation of Welcome Center and associated support spaces, sized and configured to support an initial operating population and scalable as directed by VA.

g. Testing, startup, commissioning, training, closeout documentation, as-built records, warranties, and correction of deficiencies.

The Contractor shall provide a complete and code-compliant installation. Any item, component, or coordination reasonably inferable as required for a complete and functional system shall be included whether or not it is specifically listed in this Statement of Work.

3. GENERAL REQUIREMENTS AND BASIS OF DESIGN

3.1 General

The Offeror shall incorporate integrated pest-prevention measures throughout all temporary housing units and site improvements, in addition to standard insect screens. Required measures include fully sealed building penetrations; weather-stripped and gasketed exterior

doors; rodent-resistant perimeter barriers or skirting; sealed floor-to-wall transitions; moisture-control features such as proper grading and drainage away from structures; and the use of non-porous, easy-to-clean materials in kitchens, bathrooms, and pet-use areas. The design shall minimize voids, gaps, and habitats that can harbor pests and shall support routine sanitation and maintenance. All pest-prevention elements shall comply with applicable codes and manufacturer specifications. Materials must support repeated cleaning with commercial disinfectants compliant with VA housekeeping guidelines. The design and construction approach shall be based on applicable federal, state, and local code requirements and the current VA Technical Information Library (TIL) standards and criteria applicable to the building or structure type being provided.

3.2 Building Classification and VA Applicability

Because this program may utilize temporary and/or non-permanent buildings or structures, the Contractor shall coordinate with VA to confirm the anticipated duration of use, applicable code classification, and the specific VA criteria that apply to each building type and support function. The Contractor shall not assume that all permanent hospital criteria apply identically to every temporary supportive housing unit; however, the Contractor shall apply the appropriate VA standards and criteria to the maximum extent required by the Authority Having Jurisdiction (AHJ) and the Government.

3.3 Site Adaptation and Prototype Validation

The Contractor shall base its work on repeatable temporary supportive housing units and cluster prototypes, but the final layout, utility strategy, grading, and access solutions shall be adapted to each designated site area. The Contractor shall validate the proposed configuration with VA clinical, engineering, facilities, safety, and security stakeholders during design development.

3.4 Design Submittal Coordination

The Contractor shall prepare design packages, product data, room and area schedules, site plans, utility plans, accessibility narratives, and life-safety narratives sufficient for VA review and permitting. The Contractor shall coordinate all required approvals, review comments, and revisions necessary to achieve an approved design basis for construction and installation.

4. TEMPORARY SUPPORTIVE HOUSING UNIT REQUIREMENTS

4.1 General Unit Configuration

Each temporary supportive housing unit shall be a complete, single-occupancy unit intended for temporary Veteran housing. Units shall be spaced 10’ min between units and shall have sloped roofs and generally fall within an approximate gross floor area of 160 to 226 square feet unless otherwise approved by VA. Each unit shall provide privacy, security, weather protection, durability, maintainability, and a residential character appropriate to the intended use.

4.2 Unit Mix

The program shall include standard units and a limited number of bariatric-accessible units. Unless revised by VA during design, the Contractor shall include a minimum of six bariatric units. The quantity of bariatric-capable units shall be validated in coordination with VA, based on anticipated Veteran population, clinical need, accessibility requirements, and locality-specific bariatric census.

4.3 Entrances and Security

Each unit shall have a secure exterior entrance door, compliant hardware, weather-tight

thresholds, exterior lighting at the entry, and locking arrangements compatible with VA operations and emergency access requirements.

4.4 Toilet and Bath
Each unit shall include a private toilet room with a shower, water closet, and lavatory. Toilet and bath areas shall use moisture-resistant and durable finishes and shall be arranged to support required clearances, grab bars, and accessible fixture use where applicable.

4.5 Accessibility
Required accessible units and routes shall comply with applicable accessibility requirements, including accessible approach, clear floor areas, turning space, door clearances, thresholds, control heights, hardware operability, and toilet and bathing clearances. Accessible routes, ramps, and landings serving the units shall be integrated with the overall site plan.

4.6 Life Safety
Each unit shall include smoke detection, carbon-monoxide detection, and two duress alarms (one in toilet/bath and one in the bedroom area). Each unit shall include portable fire extinguisher(s) as required, emergency lighting as required by code, and all other life-safety devices necessary for the specific occupancy and building type. Interior and exterior means of egress shall remain unobstructed and code compliant.

4.7 Interior Fixtures, Furnishings, and Amenities
Each unit shall include, at a minimum, an extra-long twin bed, wardrobe or dresser, task and ambient lighting, resilient non-slip flooring, a lockable personal storage component, a small table with seating, and a television or monitor location as approved by VA. The Contractor shall provide all furnishings and equipment as a “Turnkey” immediate use unit.

4.8 Kitchenette and Electrical
Each unit shall be electric-only and shall not utilize natural gas. Each unit shall include a compact refrigerator, microwave, sink, countertop workspace, and limited storage. Each unit’s electrical systems shall include a 60-amp panel with breakers for receptacles, lighting, GFCI and AFCI protection where required by code, labeled devices and panels, and sufficient branch-circuit capacity for the connected loads.

4.9 Ventilation, Daylighting, and Thermal Comfort
Each unit shall include operable windows where feasible, insect screening, daylight access, and mechanical ventilation in accordance with applicable code. Heating and cooling shall be electric and may be provided through mini-split heat pumps, PTACs, or another approved system. Thermostats and controls shall be accessible in the units required to be accessible.

4.10 Finishes and Materials
Finishes and materials shall be durable, cleanable, commercial-grade, fully waterproof, moisture resistant where required, low maintenance, and suitable for high turnover occupancy. Additionally, pet-waste-resistant flooring shall be installed in all temporary housing units. Suitable material examples include luxury vinyl plank/tile (minimum 20-mil wear layer), rigid-core vinyl, sheet vinyl with sealed seams. Unit flooring shall be non-porous, odor-resistant, scratch-resistant, and capable of withstanding repeated cleaning and disinfection without deterioration. All seams, perimeters, and transitions shall be sealed to prevent moisture intrusion and pest harborage. No carpet, laminate, or other absorbent materials shall be

permitted. The Contractor shall propose finish systems that support infection control, maintainability, and life-cycle value consistent with VA design intent.

5. CLUSTER OUTPOST REQUIREMENTS

5.1 Cluster Organization

Temporary supportive housing units shall be organized into cluster outposts, generally in groups of three or four units, to support efficient utility distribution, maintainable site layouts, and manageable community organization. The Contractor shall provide a cluster planning diagram identifying the number of clusters, unit count per cluster, and the strategy for accessible circulation and services.

5.2 Utility Distribution

Utility distribution is intended to be above ground level installation and must include tamper-resistant features to prevent unauthorized access. Each cluster shall be served by coordinated utility infrastructure as required for a complete installation, including domestic water, sanitary sewer, electrical distribution, grounding, data/telecommunications pathways, and shutoff/isolation features. Utility points of connection and the extent of contractor responsibility for downstream and upstream distribution shall be clearly shown in the design documents.

5.3 Site Preparation

The Contractor shall perform all required site preparation, rough and finish grading, compaction, stormwater management, erosion control, utility routing, and construction of pads, piers, platforms, skids, or other support systems needed for the installed units and outpost features.

5.4 Accessible Site Circulation

The Contractor shall provide accessible pedestrian circulation from designated arrival points and/or connecting campus pathways to each cluster, each accessible temporary supportive housing unit, the Welcome Center, and required common areas. Routes shall include ramps, landings, handrails, edge protection, detectable warnings, and surface conditions as required by applicable accessibility standards and site conditions.

5.5 Lighting and Exterior Power

The Contractor shall provide exterior lighting at building entries, along pedestrian routes, in common areas, and at other locations required for safety and security. Lighting designs shall support safe nighttime use, egress, and maintainability. Exterior power and convenience receptacles shall be provided where required for operations and maintenance.

5.6 Common Exterior Features

Each outpost area shall include common exterior features appropriate to the program, such as shade canopies, open seating, and gathering space sized to the cluster configuration. Common exterior features shall include an emergency call system that is accessible to open space and the individual units. Landscape and hardscape design shall support accessibility, visibility, drainage, durability, and ease of maintenance.

5.7 Service Animal Relief Areas

The Contractor shall designate and construct service-animal relief areas in locations separated from primary gathering and dining areas and arranged for safe access, drainage, maintenance, and user privacy.

5.8 Signage and Wayfinding

The Contractor shall provide site and building signage necessary for identification, wayfinding, accessibility, and life safety. Signage shall be coordinated with VA requirements and campus standards.

6. WELCOME CENTER REQUIREMENTS

6.1 General

The Contractor shall furnish and install a Welcome Center & Clinician Offices to support intake, waiting, staff work functions, clinical support activities, training, day use, laundry, mail distribution, security support, and related operational functions. The Welcome Center shall support 220 units.

6.2 Planning and Validation

The Welcome Center supporting the 220-unit cluster will be installed and made operational before clusters outposts can be made operational.

Contractor shall develop the Welcome Center floor plan and room schedule applicable to the intended functions, including space planning criteria, room templates, interior design guidance, and police/security requirements. Final room sizes and support spaces shall be validated with VA during design.

6.3 Minimum Functional Components

The Welcome Center will ultimately support 220 units and shall include the following functional components:

a. Controlled primary public entrance and a separate code-compliant emergency exit.
b. Waiting/reception and administrative intake area. 150 NSF min
c. 4 ea. Medical examination rooms. 100 NSF min
d. 2 ea. Mental and behavioral health consultation or examination rooms arranged in accordance with applicable VA privacy, accessibility, and safety requirements. 100 NSF min
e. 6 ea. Clinical staff offices and work areas. 100 NSF min
f. 2 ea. Conference rooms in central location. 150 NSF min
g. Security office or monitored control point with required technology infrastructure. 65 NSF min
h. Separate shower/toilet rooms and lavatories for Male and Female. 85 NSF ea. (include bench/chair)
i. Day room or television lounge. 300 NSF min
j. Computer training or resource area. 150 NSF min
k. Dining support area, including indoor and associated outdoor dining support as approved by VA. 500 NSF min indoor, 500 NSF min. outdoor
l. Laundry area with required utilities. 200 NSF min
m. Mail room or mail distribution area. 100 NSF min
n. Service-animal support or kennel area. 100 NSF min
p. Pantry area for shelf stable food stuffs. 50 NSF Min
q. Personnel effects holding room (100 NSF min) this is a heated room to eliminate insect/parasite infestation

6.4 Security and Observation

The Welcome Center shall be arranged to support controlled access, staff observation of public waiting and intake functions, separation of public and staff-only areas where required, and integration of security technology and hardware appropriate to the facility use.

6.5 Interior Environment

The Welcome Center shall provide durable and cleanable interior finishes, furniture and equipment coordination, acoustic control appropriate to private conversations and counseling, adequate lighting, HVAC, telecommunications, power, and accessible fixtures and controls.

6.6 Exterior Relationship

The Welcome Center shall be located and connected so that it serves the temporary supportive housing units through accessible exterior circulation, supports emergency response access, and aligns with VA site planning, security, and operational requirements. Welcome center will also require an emergency call system that is accessible to open space.

7. CODES, STANDARDS, AND CRITERIA

The Contractor shall comply with all applicable federal, state, and local laws, codes, regulations, and permitting requirements.

a. VA standards alert regarding non-permanent and temporary buildings/structures and associated AHJ interpretations.
b. Applicable provisions of the VA Site Design Manual for site layout, pedestrian circulation, grading, drainage, utilities, landscaping, and related site systems.
c. Architectural Barriers Standards (ABAS) accessibility requirements, and all governing accessibility codes and regulations.
d. National Fire Protection Association (NFPA) codes and standards, including but not limited to those applicable to life safety, fire extinguishers, alarms, egress, and electrical systems.
e. California Building Code, California Fire Code, California Electrical Code, California Plumbing Code, and other state and local regulations applicable to the project.
f. Requirements of the local permitting authority, utility providers, and campus-specific criteria established by WLA VAMC and VA.

Where codes, standards, or criteria differ, the Contractor shall promptly identify the conflict and submit a recommended resolution to VA for direction.

8. SUBMITTALS AND DELIVERABLES

The successful offeror shall construct a fully completed final mockup of the Temporary Supportive Housing Unit that demonstrates the required design, workmanship, materials, and functional performance for Government review and approval.

Mockup		Within 15 days of NTP
Design		Within 60 days of NTP
Welcome Center		Completion within 120 days of acceptance of design plan
Units		Completion within 210 days from NTP
Optional Clin 01 (20 add units)		Completion within 45 days from award is exercised
Optional Clin 02 (20 add units)		Completion within 45 days from award is exercised

		Total POP is within 210 days

Contractor shall provide submittals and deliverables at the times required by the contract schedule, including at a minimum:

a. Temporary supportive housing unit product data, shop drawings, and installation requirements.
b. Site layout plans showing cluster arrangement, circulation, utility routing, grading, drainage, lighting, and common features.
c. Welcome Center floor plans, room and area schedule, furniture and equipment responsibility matrix, and design narratives.
d. Accessibility narrative and route diagrams.
e. Life-safety narrative and equipment schedule.
f. Civil, utility, electrical, plumbing, and HVAC drawings and calculations as applicable.
g. Materials, finishes, and hardware submittals.
h. Phasing, logistics, and installation sequencing plan.
i. Testing and commissioning procedures and reports.
j. Operations and maintenance manuals.
k. As-built drawings in PDF and native electronic format.
l. Warranty documentation.

9. INSTALLATION, TESTING, COMMISSIONING, AND TRAINING

9.1 Installation

The Contractor shall deliver and install all units, structures, utility systems, ramps, landings, lighting, equipment, and appurtenances required for a complete and operational installation.

9.2 Testing and Startup

The Contractor shall test and start all installed systems, including electrical systems, plumbing systems, HVAC systems, domestic hot-water systems if provided, lighting controls, safety devices, data infrastructure, and access-control components where included.

9.3 Commissioning

The Contractor shall provide commissioning activities appropriate to the project scope, including functional performance verification of temporary supportive housing units, utility connections, life-safety components, and the Welcome Center systems. Commissioning reports shall document deficiencies, corrective actions, and final acceptance status.

9.4 Training

The Contractor shall provide operator training for VA staff covering unit systems, utility shutoffs, HVAC operation, controls, routine maintenance, emergency procedures, and warranty-service procedures.

10. WARRANTY AND CLOSEOUT

The Contractor shall provide manufacturer warranties and contractor warranties for the temporary supportive housing units, Welcome Center, site systems, equipment, and installed components. Unless more stringent requirements are provided elsewhere in the contract,

warranties shall commence upon Government acceptance. Closeout shall include final punch-list completion, attic stock or spare materials where required, final as-builts, O&M manuals, training records, and warranty points of contact.

11. EXCLUSIONS

Unless specifically included elsewhere in the contract, this Statement of Work does not include ongoing program operations, clinical staffing, case management, food-service operations, transportation operations, day-to-day security staffing, or long-term facility operations after turnover to the Government. However, the Contractor shall provide all built environment elements, systems, infrastructure, and installed components necessary to support those functions within the scope expressly described herein.

REQUEST FOR PROPOSAL TO DESIGN BUILD
CONSTRUCT TEMPORARY SUPPORTIVE HOUSING (TSH) WLA VAMC, SOLICITATION NUMBER: 36C10F26R0053
WEST LOS ANGELES VAMC

A. PART I - General

A1. Scope of Contract

A. This Request for Proposal (RFP) is issued as Two-Phase Design-Build procurement (Reference Revolutionary FAR Overhaul (RFO)36.101-2.

Proposals will be evaluated in Phase I to determine which offerors will submit proposals for Phase II. A maximum number of three (3) offerors will proceed to Phase II unless the contracting officer determines that a number greater than three (3) is in the Government's interest and is consistent with the proposal and objectives of this two-phase design build project.

A Phase II RFP will be issued only to those successful offerors determined to be most highly qualified from Phase I. Offerors advancing to Phase II but not selected for award will be entitled to a stipend of $25,000.00, which will be obligated ten (10) days after the award of the contract to the successful Phase II offeror. The selected Phase II awardee will not be eligible to receive a stipend.

B. This is a Design-Build (DB) project for site preparation and installation of temporary supportive housing (TSH) and a welcome center located on the West Los Angeles VAMC as specified in the SOW.

The Contractor shall furnish, design, coordinate, deliver, install, test, commission, and warrant 220 Temporary Supportive Housing Units with optional pricing as specified on the provided bid sheet for two additional increments of 20 temporary supportive housing units. Contractor shall also include a Welcome Center (see section 6.3) and the associated site improvements, in areas designated by VA at WLA VAMC. The VA emphasizes performance-based results; therefore, the contractor may determine the means and methods of installation layout and alternatives or betterments to best utilize parcels as long as all code and performance standards are met.

A2. Definitions

A**.** Design-Build (DB) as defined by the US Department of Veterans Affairs (VA) is the procurement by the Government, under one contract, with one firm or joint venture (JV) for both design and construction services for a specific project.

1. Contracting Officer: The services to be performed under this contract are subject to the general supervision, direction, control, and approval of the Contracting Officer.

2. Project Manager: The Contracting Officer's representative responsible for administering contracts under the immediate direction of the Contracting Officer.
3. Resident Engineer: The Contracting Officer's authorized representative at the construction site. When more than one Resident Engineer is assigned to a construction project one is designated as being in charge and is called the "Senior Resident Engineer". The Resident Engineer is responsible for protecting the Government's interest in the execution of the construction contract work. Duties include surveillance of all construction work to assure compliance with the contract documents, interpretation of the contract documents, approval of changed work, approval of all submittals, samples, shop drawings, etc. The Resident Engineer may issue change orders to the Contractor within the limitations set forth in the delegation of authority from the Contracting Officer.

4. Design Build Contract: This term, as used herein, refers to the Contract(s) to perform the design and construction of the project.

5. Contractor: This term, as used herein, refers to the contractor under this contract or the DB team.

6. AE: This term, as used herein, refers to the Architect Engineer firm(s)that are a part of the DB team, also referred to as DB/AE.

7. Page Formatting Guidelines: PDF pages should be formatted to print on 8 ½ by 11 inch paper, unless another paper size is specifically authorized elsewhere in this section for a particular submission. Spreadsheets must fit to 11” x 14” or 11” x 17” paper size unless specifically authorized in this section for a particular submission. Do not use a font size smaller than 12, an unusual font style such as script, or condensed print for any submission. All page margins must be at least 1 inch wide, but may include headers and footers of the solicitation, project title and company. One side of the paper is one page; and a page with information on both the front and back of a single sheet of paper will be counted as two pages. Pages furnished for organizational purposes only, such as a “Table of Contents” or divider tabs, are not included in the page limitation.

B. Source Selection Procedures
Source Selection Overview: The objective of source selection is to select the proposal that represents the best value. A contracting officer is designated as the source selection authority (SSA) unless the agency head appoints another individual. The SSA establishes an evaluation team that includes appropriate contracting, legal, and technical expertise to ensure a comprehensive evaluation of offers. The award decision is based on evaluation factors that are tailored to the acquisition. The factors represent the key areas of importance and emphasis to be considered in the source selection decision; and support meaningful comparison and discrimination between and among competing proposals.

Evaluation: The proposal evaluation is an assessment of the proposal and the offeror's ability to perform the prospective contract successfully. The technical, price, and source selection boards will evaluate competitive proposals and then assess their qualities solely on the factors specified in the solicitation. Evaluations will be conducted utilizing the adjectival ratings below, supported by narrative and documentation of strengths, significant strengths, weaknesses, significant weaknesses, and deficiencies.

C. Notification of 100% Service Disabled Veteran Owned Small Business Set Aside:
This procurement shall be issued as an 100% SDVOSB set-aside under NAICS Code 236220, Small Business Size Standard of $45 million. In order to receive consideration as an SDVOSB concern the entity shall be registered as such at https://veterans.certify.sba.gov/ at time of proposal submission and immediately prior to award.

Factors 1, 3, and 4 Adjectival Ratings

Rating	Description
Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is not awardable.

Factor 2
Past Performance Adjectival Ratings

Past Performance Relevancy Ratings	
Rating	**Description**

Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Past Performance Confidence Assessments	
Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

Definition of Strength, Weakness, Significant Weakness and Deficiency

Term	Definition
Strength	An aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.
Significant Strength	An aspect of an Offeror's proposal that has appreciable merit or appreciably exceeds specified performance or capability requirements in a way that will be appreciably advantageous to the Government during contract performance.
Weakness	A Flaw in the proposal that increases the risk of unsuccessful contract performance.
Significant Weakness	A flaw that appreciably increases the risk of unsuccessful contract performance.
Deficiency	Any part of an offer that does not conform to a material requirement of a RFP. A material requirement is one that affects price, quantity, quality, or delivery, or that the RFP requires to be met at the time of proposal submission.

Past Performance: Past performance information is one indicator of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered. This comparative assessment of past performance information is separate from the responsibility determination required under RFO 9.1.

Tradeoff Source Selection: If tradeoffs are performed, the source selection records shall include an assessment of each offeror's ability to accomplish the technical requirements; and a summary, matrix, or quantitative ranking, along with appropriate supporting narrative, of each technical proposal using the evaluation factors.

SSA's Final Decision: The SSA's decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment.

The source selection decision shall be documented, and the documentation shall include the rationale for any business judgments and tradeoffs made or relied on by the SSA, including benefits associated with additional costs. Although the rationale for the selection decision must be documented that documentation need not quantify the tradeoffs that led to the decision.

A3. Estimated Acquisition Schedule

RFP Issued (Phase I)	5/21/2026
Phase I Site Visit (Tentative)	6/9/2026
Phase I Proposals Due	6/23/2026
Phase II RFP & documents Issued to Shortlisted Offerors	7/7/2026
Pre-proposal conference and Site Visit	7/15/2026
Phase II Proposals Due	8/6/2026
Anticipated Contract Award	8/20/2026
Notice to Proceed (NTP)	9/4/2026
Anticipated Project Completion (Initial Award, not including optional periods)	4/2/2027

The anticipated period of performance is based on the schedule below, subject to adjustment based on exercise of pre-priced optional CLINs:

The Base CLIN includes a period of performance of no more than 210 days after issuance of the NTP. Within this period the final mock-up unit has a period of performance of no more than 30 days after issuance of NTP.

If exercised, the optional CLINs shall carry a period of performance of no more than 60 days after issuance of NTP. The issuance of the NTP shall constitute formal notification that the optional CLIN has been exercised via a contract modification.

A4. Pre-Proposal Conference (PHASE II ONLY)

A pre-proposal conference will be held on a date to be determined at the West Los Angeles VAMC. The site visit will not occur prior to issuance of Phase II RFP. Official date, time, and location will be provided via an amendment to the solicitation.

A5. Selection Criteria and Weightings

Basis for Contract Award

This acquisition is a competitive best value source selection using a **Tradeoff Process** in accordance with Revolutionary FAR Overhaul (RFO) 15.103-1 in which all non-price evaluation factors when combined are approximately equal to cost or price.

This Request for Proposal (RFP) is issued as **Two-Phase Design-Build procurement** (Reference RFO 36.101-2). Proposals will be evaluated in Phase I to determine which Offerors will submit proposals for Phase II.

Phase I Evaluation

Phase I of this procurement will result in a shortlist of no more than three (3) firms (unless the contracting officer determines that a number greater than three (3) is in the Government's interest and is consistent with the purposes and objectives of this two-phase design build project) based on the following technical evaluation factors listed in descending order of importance:

Note: Under Factor 1 (Technical Approach), Volumes I, II, and III are not evaluated as separate subfactors. Since these volumes are not assessed independently, no individual weight or ranking is assigned to each volume within the Technical Approach factor. The cumulative assessment of these volumes, along with the supporting narrative, will be used to develop a single adjectival rating for Technical Approach Factor 1.

Priority	Factor	Description
1	Factor 1 – Technical Approach	Vol. I – Schedule/Speed of Delivery, Vol. II – Project Management Plan (PMP), Vol. III – Risk Management Plan
2	Factor 2 – Team Project Experience	Team Project Experience
3	Factor 3 – Past Performance	Client Satisfaction/PPQ/CPARS

Phase II Evaluation

After evaluating Phase I proposals, the Contracting Officer will select the most highly qualified offerors and request those offerors submit Phase II proposals. Unsuccessful Phase I offerors will be given notification after completion of the Phase I evaluation and will not be given the opportunity to submit a Phase II proposal. The most highly qualified Phase I offerors will receive a **Phase II Request for Proposal (RFP)**. During Phase II, a pre-proposal conference and site visit will be held at the West Los Angeles VAMC; date, time, and location TBD.

Phase I factors **are not to be resubmitted** in Phase II; however, consensus ratings from the Phase I carry forward and are combined with Phase II technical ratings for the purpose of award.

All technical factors (Phase I and Phase II) are listed below in descending order of importance. Factor 1 is the most important, Factor 4 is the second most important, Factor 2 is the third most important, and factor 3 is the fourth most important. All technical factors when combined are approximately equal to Price (Non-Technical Factor 5). Phase I evaluation criteria are not to be resubmitted in Phase II.

Priority	Factor	Description
1	Factor 1 Technical Approach	Previously submitted in Phase I
2	Factor 4 – Design Solution	Technical design approach and solution

3	Factor 2 Team Project Experience	Previously submitted in Phase I
4	Factor 3 – Past Performance	Previously submitted in Phase I
	Factor 5 – Price (Non-Technical)	Total evaluated price

BASIS FOR AWARD

Award will be made to the Offeror whose proposal represents the best value to the Government, considering both technical and price factors, in accordance with RFO 15.103-1 Tradeoff Process. The Government may consider award to other than the lowest-priced Offeror or other than the highest technically rated Offeror when doing so is determined to be in the best interest of the Government.

Award without Discussions / Competitive Range

The Government intends to evaluate proposals and make award **without discussions** pursuant to RFO 15.203 except for clarifications as described in RFO 15.202. Offerors are therefore advised that initial proposals should represent their best terms from both a technical and price standpoint. Government reserves the right to conduct discussions if the Contracting Officer subsequently determines discussions to be necessary.

If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit efficient competition among the most highly rated proposals.

Number of Contracts to be Awarded

The Government anticipates awarding one firm-fixed priced contract.

B. PART II – RESPONSIBILITIES

B1. VA Team

A. The VA team is also comprised of VA Office of Facilities Management and others at VA Headquarters located in Washington, DC, a Resident Engineer (R/E) who will be located at the construction site and VA medical center staff. The coordinator/manager of the VA team will be the R/E, who will have Contracting Officer authority.

B2. Design-Build Team:

A. The DB team includes all J/V partners, consultants, and sub-contractors to the one firm. The DB team shall provide Architectural and Engineering disciplines for the preparation of construction documents, and construction contractor capabilities for construction of the project.

B. If the DB Team A/E and contractor are a J/V (not one and the same firm) engineering and other technical consultants shall be subcontractors of the J/V Architect - not the Design-Build construction contractor or sub-contractors. If the DB Team A/E and contractor are one and the same firm (not a J/V) those consultants shall be subcontractors of DB firm not the construction subcontractors.

C. The RFP documents are intended to define existing conditions, certain required items, and design parameters to be included in the project. It is the DB Team's responsibility to complete the documents and construction in a manner consistent with the intent of the RFP documents within the required time period (contract length).

C. PART III - PROPOSAL REQUIREMENTS

C1. General
A. Phase I proposals shall be based on solicitation documents issued for RFP Solicitation Number 36C10F26R0053. Proposals will be in the format stipulated below.

1. Phase I proposals shall be received BY 5:00 PM EDT, June 23, 2026. Proposals that are received after this time shall be ***late*** and shall not be considered. There will be no public opening of the proposals.

2. Submit Phase I proposals via email to gerald.brusaw@va.gov, size limitation is 10MB per email.

3. Phase II proposals shall be based on solicitation documents **issued to the Phase I offerors determined to be the most highly qualified.** The due date, time, and submission address of Phase II proposals will be provided via amendment to successful Phase I offerors.

B. Phase II evaluation will request technical and price proposals. Offeror shall separately submit price and technical proposals via email to gerald.brusaw@va.gov.

C2. Proposal Revisions (RFO 52.215-1)
If determined to be necessary, proposal revisions may be requested from the offerors determined to be in the competitive range. The Contracting Officer will identify those offerors in accordance with the selection criteria identified in the request for proposal. Revised proposals will be due at a time and place to be determined.

Please be advised that the Government intends to evaluate Phase I & Phase II and award a contract from Phase II proposals without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

C3. PHASE I – TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS
The Phase I proposal shall address the evaluation factors listed at C3.A.1 - 3. Offeror is required to submit via email to gerald.brusaw @va.gov, and follow the format below:

	PHASE I TECHNICAL PROPOSAL BINDER SUBMITTAL CHECKLIST
INTRO PAGE	First page MUST clearly indicate:

	Name and Address of Proposer Business Arrangement (Joint Venture or Teaming Arrangements clearly identified) Contact Name and Phone Number Email Address DUNS Number CAGE Code Tax Identification Number
TAB 1	PHASE I, FACTOR 1, TECHNICAL APPROACH VOLUME I SCHEDULE/SPEED OF DELIVERY VOLUME II PROJECT MANAGEMENT PLAN VOLUME III RISK MANAGEMENT PLAN
TAB 2	PHASE 1, FACTOR 2, TEAM PROJECT EXPERIENCE
TAB 3	PHASE 1, FACTOR 3, PAST PERFORMANCE

PHASE 1 EVALUATION

PHASE I, FACTOR 1, TECHNICAL APPROACH VOLUME I SCHEDULE/SPEED OF DELIVERY, VOLUME II PROJECT MANAGEMENT PLAN, AND VOLUME III RISK MANAGEMENT PLAN:

Offerors shall describe their technical approach to procuring, delivering, and installing 220 temporary housing units within the site constraints identified in the RFP. The Submission shall address:

Note: Alternative procurement approaches will be considered provided they meet the functional requirements of the RFP and demonstrate equivalent or greater capacity within the available site constraints. Offerors proposing alternatives shall clearly identify any deviations from stated requirements, the benefit to the Government, and how their proposed approach optimally utilizes the available site to meet the intended mission. The Government is interested in solutions that maximize value and functionality.

VOLUME I SCHEDULE/SPEED OF DELIVERY

1.) **Submission Requirements:** Offerors shall submit a detailed project schedule emphasizing strategies for rapid delivery. The submission shall include:

- Technical Approach Methodology
- A Work Breakdown Structure (WBS) with task durations, dependencies, milestones, and resource allocations
- Contingency buffers and schedule reserve rationale
- Methods for accelerating activities, such as fast-tracking, phased occupancy, or overlapping design and construction phases
- A schedule monitoring and control plan
- A Gantt chart or equivalent graphic clearly depicting the critical path
- Narrative explaining sequencing, milestones, and acceleration strategies
- Up to two (2) examples of prior projects where schedule compression was successfully achieved. This is separate from Factor 3 Past Performance.
-

Page Limitation: Submissions shall not exceed 10 pages, inclusive of schedule graphics and narrative.

2.) Basis of Evaluation:

The Government will evaluate the realism and feasibility of the proposed schedule, the Offeror's methodology for managing schedule progression, and the credibility of proposed acceleration strategies. Particular attention will be given to approaches relevant to rapid delivery of temporary housing, welcome center, pantry, and clinical support facilities.

Offerors presenting clear, well-structured schedules with credible acceleration methods, demonstrated past success in compressed delivery, or innovative approaches to phased or fast-track construction may be rated more favorably.

VOLUME II PROJECT MANAGEMENT PLAN

1.) Submission Requirements:

Offerors shall submit a comprehensive Project Management Plan (PMP) illustrating how all aspects of work will be organized, coordinated, and controlled. The PMP shall address:

- Organizational structure and roles/responsibilities
- Communication strategies (internal team and Government interface)
- Quality Control / Quality Assurance (QC/QA) procedures
- Change management approach

- Procurement strategy for materials, subcontractors, and equipment
- Safety protocols and site management plan

Submissions shall be organized as follows:

Section	Content	Page Limit
PMP Narrative	Full plan addressing all elements above	10 pages
Org Chart & Management Approach	Chart with narrative description	3 pages
Past Project Examples	Examples demonstrating effective management of similar projects	2 pages

2.) <u>Basis of Evaluation:</u>
The Government will evaluate the Offeror's ability to manage, organize, and control all aspects of project delivery as described above. Evaluators will assess the clarity of roles and responsibilities, the strength of communication and QC/QA plans, and the effectiveness of proposed management methodologies.

Offerors presenting well-structured, detailed management plans with proven methodologies, clearly defined roles and responsibilities, and demonstrated success managing complex or fast-paced projects may be rated more favorably.

<u>VOLUME III RISK MANAGEMENT PLAN</u>

1.) <u>Submission Requirements:</u>

Offerors shall submit a Risk Management Plan that demonstrates a proactive, structured approach to identifying and mitigating project risk. The plan shall include:

- A risk matrix covering risk identification, likelihood, impact, mitigation strategies, and contingency plans across the following risk categories:
- Cost
- Schedule
- Quality
- Site / Market conditions
- Ongoing risk monitoring and reporting procedures

In addition, Offerors shall provide up to two (2) examples demonstrating how proactive risk management minimized issues or prevented delays on prior projects.

Page Limitation:

The risk matrix and plan shall not exceed 4 pages.
Prior project examples shall not exceed 2 pages.
Total submission shall not exceed 6 pages.

2.) Basis of Evaluation:

The Government will evaluate the Offeror's ability to identify, analyze, and mitigate risk across all aspects of project delivery. Evaluators will assess the depth and practicality of the risk matrix, the effectiveness of proposed mitigation strategies, and evidence of successful risk management on comparable projects.

Offerors presenting thorough, well-structured risk identification and mitigation strategies, comprehensive contingency planning, and demonstrated past performance in proactive risk management may be rated more favorably.

PHASE 1, FACTOR 2, TEAM PROJECT EXPERIENCE:

1) Submission Requirements:

Offerors shall submit information for two (2) completed, relevant Design-Build construction projects. Relevant projects are defined as those of similar scope, magnitude, and complexity, completed or substantially complete (80% or greater) within the last three (3) years.

For purposes of this evaluation, relevant is defined as:

- Construction or deployment of manufactured homes for projects with a total cost of at least $15 million and or multiple deployment sites on a municipality, campus, or other areas of urgency.
- Or executed in rapid response to a contingency, emergency, or other matter of public interest.
- IDIQ contracts are acceptable when an individual task order awarded under the IDIQ meets or exceeds the $30 million threshold.

Each project submission shall include the following information:

Project Overview

- Project title, location, and brief description
- Contracting method (Design-Build, Design-Bid-Build, CM at Risk, etc.)

Owner Information

- Project owner name
- Owner's point of contact, title, and telephone number

Design Team

- Design Architect and Engineers of Record (including consultants)
- Name and telephone number of contact person(s)

- In lieu of narrative, Offerors may submit completed SF 330 forms for their AE team

Construction Team

- Prime Contractor and all major subcontractors
- Name and telephone number of contact person(s) for each firm
- Identify each firm and key managing personnel (Project Manager, Superintendent, Foreman) also proposed for this solicitation

Project Statistics

- Original and actual start and completion dates (design and construction separately)
- Total project cost with brief explanation of inclusions
- Square footage
- Foundation type
- Any awards, recognition, or commendations received

Team Collaboration

- Indicate the number of submitted projects where the Prime Contractor, Design Team, and/or individual team members have previously collaborated
- Offerors shall provide a team collaboration matrix clearly identifying prior working relationships across submitted projects

Page Limitation:
Each project submission shall not exceed 3 pages.
The team collaboration matrix shall not exceed 1 page.
Total submission shall not exceed 10 pages.

2) <u>Basis of Evaluation: Phase I, Factor 1 Team Project Experience</u>:

The Government will evaluate the Offeror's experience performing relevant Design-Build construction projects as defined in the submission requirements above. The assessment of relevant experience will be used to evaluate the Offeror's capability to successfully meet the requirements of this solicitation.

Evaluators will assess:

- The relevance of submitted projects to the scope, magnitude, and complexity of this effort
- The Offeror's demonstrated experience with rapid delivery in contingency or emergency contexts
- The depth and continuity of the proposed team's prior working relationships

Offerors demonstrating strong relevant project experience, a cohesive team with established collaborative history, and proven performance in emergency or contingency construction environments may be rated more favorably.

<u>PHASE I, FACTOR 3, PAST PERFORMANCE:</u>

1.) <u>Submission Requirements:</u>

Offerors shall provide the points of contact identified in Team Project Experience. The Government will distribute a Past Performance Questionnaire (PPQ) directly to each reference via email. Offerors are responsible for notifying their references in advance and ensuring timely response.

Note: The burden of providing current, accurate, and complete past performance information rests with the Offeror. References who do not respond may result in a neutral rating for that project.

The PPQ will address the following areas:
A. Overall Project Satisfaction
- Did the project fulfill the stated functional requirements of the client?
- Were there any unexpected maintenance issues or latent defects discovered post-completion?

B. Execution
- Was the team's response time to client questions and concerns acceptable?
- Was staffing consistent with the project's size and complexity?
- Was schedule and problem communication adequate and timely?
- Did the team demonstrate an effective problem-solving approach?
- Would the client engage this firm again?

c. Additional Sources
In addition to submitted references, the Government reserves the right to review past performance information from other sources including but not limited to:
- CPARS
- Electronic Subcontract Reporting System (eSRS)
- Any other relevant and available sources known to the Government

2.) <u>Basis of Evaluation: Phase I, Factor 3, Past Performance</u>:

The Government will evaluate the degree to which past performance information reflects a trend of satisfactory performance on relevant projects. Evaluations will consider both a Confidence Rating and a Relevancy Rating as follows:

Offerors with a strong, consistent record of client satisfaction on relevant emergency, contingency, or rapid-delivery construction projects may be rated more favorably.

PHASE II EVALUATION

The Phase I successful offerors will receive a Phase II Request for Proposal (RFP). During Phase II, a pre-proposal conference and site visit will be held at the West Los Angeles VAMC.

All technical factors (Phase I and Phase II) are listed in descending order of importance. Factor 1 is the most important, Factor 4 is the second most important, Factor 2 is the third most important, and factor 3 is the fourth most important. All technical factors when combined are approximately equal to Price (Non-Technical Factor 5). Phase I evaluation criteria are not to be resubmitted in Phase II.

Phase I and II proposals will be evaluated, and award will be made on the basis of both price and technical considerations that will be in the Government's best interest as per RFO Part 15.103-1 Tradeoff approach. The Government may consider award to other than the lowest

priced offeror or other than the highest technically rated offeror if it is in the best interest of the Government.

1.) PHASE II, FACTOR 4, DESIGN SOLUTION:

1) Submission Requirements: The design solution technical factor consists of technical approach narrative, presentation drawings, information regarding proposed housing unit and welcome center configuration, and identification of site utilities and installation to modular units. Technical data described in the criteria below shall be submitted as part of the proposal.

The VA prioritizes performance-based outcomes, giving the contractor flexibility to determine installation methods, layout, and any betterments or alternatives that make the best use of available parcels - provided all applicable codes and performance standards are met. Any contractor proposed improvements accepted by the Government will become mandatory requirements for all subsequent awards or contract modifications related to the project, at, no additional cost to the Government. Additionally, any aspects of the design technical submission that exceed minimum requirements will be incorporated as binding contract requirements upon award.

Conceptual drawings, renderings, or diagrams shall be provided to supplement the narrative (i.e., Architectural floor plans site layouts, unit configurations, and exterior aesthetics) reflecting the Offeror's proposed approach to rapid delivery, functional integration, and visual compatibility with the surrounding campus and grounds.

Design Solution Narrative - Offerors shall provide a design solution narrative **(not to exceed 3 pages)**.

- Design theme and overall concept, including exterior aesthetics and visual compatibility with the surrounding VA campus and grounds
- Modular unit and welcome center layout, including square footage of each
- How proposed materials, systems, and design address the requirements of the RFP
- Maintenance considerations, operability, and durability of proposed systems and materials

Presentation Drawings – Offerors shall provide the following drawings and graphics **(Not to Exceed 10 pages)**:

- Site Plan depicting overall layout, circulation, and landscaping approach
- Utility drawings depicting connections and installations to modular units
- Interior and exterior drawings depicting expected elevations of the welcome center.
- One (1) 3D model with multiple camera views depicting the temporary housing and welcome center configuration, including exterior appearance and grounds integrations.

Note: All drawings and renderings shall be formatted to print at 11x17 or provided to view electronically

2.) Basis of Evaluation: Phase II, Factor 4, Design Solution: The basis of evaluation will include the narrative and presentation drawings considering the extent to which the Offeror demonstrates a clear understanding of the architectural and engineering requirements of the project. The Government will evaluate the effectiveness of the construction and design team's technical solution to determine the likelihood that the work will be performed in accordance with the technical requirements of the RFP.

PRICE EVALUATION

1.) Phase II, Non-Technical Factor 5 Price:

1) Submission Requirements: A price bid sheet will be provided via amendment to all successful Phase II offerors.
2) Basis of Evaluation: Phase II, Factor 5, Price: Evaluation will be based on the total price for the base CLINs plus all pre-priced optional CLINs. The Government reserves the right to award any optional CLINs at any time after the initial contract award, but no later than the expiration of the period of performance. Analysis will be performed using one or more of the techniques indicated in RFO 15.404-1(b)(2).

The method of delivery for **PHASE II PRICE and Technical Submissions shall be provided to successful Phase II offerors via an amendment to the solicitation. Submissions shall follow the format specified below.**

	PRICE PROPOSAL BINDER SUBMITTAL CHECKLIST **(One original and two copies)**
	REQUEST FOR PROPOSAL TO DESIGN BUILD CONSTRUCT TEMPORARY SUPPORTIVE HOUSING (TSH) AND WELCOME CENTER, SOLICITATION 36C10F26R0053, WEST LOS ANGELES VAMC
INTRO PAGE	First page of TAB 1 MUST clearly indicate: Name and Address of Proposer Business Arrangement (Joint Venture or Teaming Arrangements clearly identified) Contact Name and Phone Number Email Address DUNS Number CAGE Code

	Tax Identification Number
TAB 1	First page of TAB 1 MUST contain requirements identified in: FAR 52.215-1, Instruction to Offerors-Competitive Acquisition
TAB 2	Executed Solicitation, Offer and Award Forms (SF1442) including supplemental pages with CLIN pricing complete on the Bid Schedule. Offeror shall complete Blocks 14 – 20C. Signed acknowledgement of all solicitation amendments.
TAB 3	Executed Bid Guarantee (SF-24)
TAB 4	Printed copy of "Representations and Certifications" as submitted on https://www.sam.gov/portal/public/SAM of the offeror

	PHASE II TECHNICAL EVALUATION **(Do not resubmit Phase I Evaluation)**
	REQUEST FOR PROPOSAL TO DESIGN BUILD CONSTRUCT TEMPORARY SUPPORTIVE HOUSING (TSH) AND WELCOME CENTER, SOLICITATION 36C10F26R0053, WEST LOS ANGELES VAMC
INTRO PAGE	First page of TAB 1 MUST clearly indicate: Name and Address of Proposer Business Arrangement (Joint Venture or Teaming Arrangements clearly identified) Contact Name and Phone Number Email Address DUNS Number CAGE Code Tax Identification Number

TAB 1	PHASE II, FACTOR 4 DESIGN SOLUTION

See attached document: PPQ TSH.

See attached document: TSH Outpost 1.

1.1 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION)

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

(End of Provision)

1.2 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (NOV 2025) (DEVIATION)

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

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

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

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

(End of Provision)

1.3 52.222-33 NOTICE OF REQUIREMENT FOR PROJECT LABOR AGREEMENT (NOV 2025) (DEVIATION) ALTERNATE III (NOV 2025)

(a) *Definitions.* As used in this provision, the following terms are defined in clause 52.222–34, Project Labor Agreement, of this solicitation “construction,” “labor organization,” “large-scale construction project,” and “project labor agreement.”

(b)(1) If awarded the contract, the Offeror may be required by the agency to negotiate or become a party to a project labor agreement with one or more labor organizations for the term of the order. The Contracting Officer will require that an executed copy of the project labor agreement be submitted to the agency—

(i) With the order offer;

(ii) Prior to award of the order; or

(iii) After award of the order.

(2) The Offeror must require its subcontractors to become a party to the resulting project labor agreement for the term of the order.

(End of Provision)

1.4 52.225-12 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)

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

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of Provision)

1.5 52.228-1 BID GUARANTEE (SEP 1996)

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

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

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

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

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

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

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

(End of Provision)

1.6 52.228-17 INDIVIDUAL SURETY—PLEDGE OF ASSETS (BID GUARANTEE) (FEB 2021)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee—

(1) A pledge of assets that meets the eligibility, valuation, and security requirements described in the Federal Acquisition Regulation (FAR) 28.203–1; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) The Offeror shall include with its offer the information required at paragraph (a) of this provision within the timeframe specified in the provision at FAR 52.228–1, Bid Guarantee, or as otherwise established by the Contracting Officer.

(c) The Contracting Officer may release the security interest on the individual surety's assets in support of a bid guarantee based upon evidence that the offer supported by the individual surety will not result in contract award.

(End of Provision)

1.7 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:

Department of Veterans Affairs

Office of Construction and
Facilities Management (00CFM3B1)
811 Vermont AVE, NW
Washington DC 20420
Mailing Address:

Department of Veterans Affairs

Office of Construction and
Facilities Management (00CFM3B1)
811 Vermont AVE, NW
Washington DC 20420

(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)

1.8 52.240-90 SECURITY PROHIBITIONS AND EXCLUSIONS REPRESENTATIONS AND CERTIFICATIONS (NOV 2025) (DEVIATION)

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

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

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

Marginalized populations of Sudan means—

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology—

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

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

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

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

(b) *Procedures*.

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

(2) *FASCSA Orders*.

(i) The Offeror shall search in SAM for the phrase "FASCSA order" for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (e) of FAR 52.240-91, Security Prohibitions and Exclusions.

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

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

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

(1) It will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation, except as waived by the solicitation, or as disclosed in paragraph (g); and

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

(d) *FASCSA Representation*. By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (g). A reasonable inquiry will look at any information in the offeror's possession but does not need to include an internal or third-party audit.

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

(f) *Iran Representation and Certifications*.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $15,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at *https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx*)

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

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

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

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

(g) *Disclosure*.

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

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

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

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

(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design,

fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

(End of Provision)

1.9 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and

provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

https://www.acquisition.gov/browse/index/far
https://www.va.gov/oal/library/vaar/

(End of Provision)

FAR Number	Title	Date
52.204-7	SYSTEM FOR AWARD MANAGEMENT—REGISTRATION (DEVIATION)	NOV 2025
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	NOV 2021

1.10 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)

1.11 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (OCT 2018)

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

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

(End of Provision)

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

Deputy Assistant Secretary for Acquisition and Logistics,
Risk Management Team, Department of Veterans Affairs
810 Vermont Avenue, N.W.
Washington, DC 20420

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

Director, Office of Construction and Facilities Management
811 Vermont Avenue, N.W.
Washington, DC 20420

1.12 PARTNERING

(a) In order to most effectively accomplish this contract, the Government proposes to form a cohesive partnership with the Contractor and its subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project, done right the first time, within the budget and on schedule.

(b) This partnership will be totally voluntary. The focus of partnering is to build cooperative relationships with the private sector and avoid or minimize disputes and to nurture a more collaborative ethic characterized by trust, cooperation and teamwork. Partnering is defined as the creation of a relationship between the owner and contractor that promotes mutual and beneficial goals. It is a non-contractual, but formally structured agreement between the parties. The ultimate goal is the elimination of the "us" versus "them" thinking, and formation of a "we" mentality for the benefit of the project.

(c) Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price.

FAR Number	Title	Date
852.233-70	PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION	OCT 2018
852.239-75	INFORMATION AND COMMUNICATION TECHNOLOGY ACCESSIBILITY NOTICE	FEB 2023

REPRESENTATIONS AND CERTIFICATIONS

3.1 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

3.2 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS—CERTIFICATION (NOV 2021)

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation 2.101.

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

_____ (1) The Offeror certifies that—

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

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

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

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

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

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

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

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

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

(d) Do not submit an offer unless—

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

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

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

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

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

(End of Provision)

FAR Number	Title	Date
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020

GENERAL CONDITIONS

4.1 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)

(a) *Definition.*

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

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

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

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

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

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

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

Poster(s)	***Obtain from***

(*Contracting Officer shall insert—*

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster; and

(ii) The website(s) or other contact information for obtaining the poster(s).)

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

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

(1) Is for the acquisition of a commercial product or commercial service; or

(2) Is performed entirely outside the United States.

(End of Clause)

4.2 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)

4.3 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

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

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

(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 FAPIIS 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)

4.4 52.211-12 LIQUIDATED DAMAGES—CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $500.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of Clause)

4.5 52.219-28 POSTAWARD SMALL BUSINESS PROGRAM REREPRESENTATION (NOV 2025) (DEVIATION)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

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

(b) If the Contractor represented that it was a small business concern, a small disadvantaged business concern, or a joint venture that was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and

socioeconomic status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon occurrence of any of the following:

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

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

(3) For long-term contracts-

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

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

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

(d) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

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

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

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

(2) [*Complete only if the Contractor represented itself as a small business concern in paragraph (g)(1) of this clause.*] The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

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

(5) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture*: _____.]

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

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

(End of Clause)

FAR Number	Title	Date
52.222-34	PROJECT LABOR AGREEMENT (DEVIATION) ALTERNATE II (NOV 2025)	NOV 2025

4.6 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (NOV 2025) (DEVIATION)

(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 Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity requirements. The Contractor must abide by the requirements of 38 U.S.C. 4212 (a)(1) and (2). The requirements 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 must insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1302-1(a)(2) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor must 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)

4.7 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (NOV 2025) (DEVIATION)

(a) During the term of this contract, the Contractor must 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 must 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 must 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 must 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 must 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 must not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor must 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)

4.8 52.225-11 BUY AMERICAN—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2025) (DEVIATION)

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

Caribbean Basin country construction material means a construction material that—

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

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

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

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

(i) A commercial product (as defined in paragraph (1) of the definition of ‘‘commercial product’’ at Federal Acquisition Regulation (FAR) 2.101);

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

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

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

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

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

Cost of components means—

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

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

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

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

Designated country means any of the following countries:

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

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

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

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

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

Domestic construction material means—

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

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

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

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components, except that the percentage will be 65 percent for items delivered in calendar years 2024 through 2028 and 75 percent for items delivered starting in calendar year 2029. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

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

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

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

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

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

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

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

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

Least developed country construction material means a construction material that-

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

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

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

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

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

WTO GPA country construction material means a construction material that-

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

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

(b) Construction materials.

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

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

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

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

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

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

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

(2) [Reserved]

(3) [Reserved]

(B) *For domestic construction material that is a critical item or contains critical components*.

(1) The cost of a particular domestic construction material that is a critical item or contains critical components, subject to the requirements of the Buy American statute, is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent plus the additional preference factor identified for the critical item or construction material containing critical components listed at FAR 25.105.

(2) [Reserved]

(3) [Reserved]

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars)*
Item 1:			
Foreign construction material			
Domestic construction material			
Item 2:			
Foreign construction material			
Domestic construction material			

(End of Clause)

4.9 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)

4.10 52.240-91 SECURITY PROHIBITIONS AND EXCLUSIONS (NOV 2025) (DEVIATION)

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

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

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

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

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

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

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

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

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

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

Covered telecommunications equipment or services means—

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

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

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

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

Critical technology means—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Of that equipment; or

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

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

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

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

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

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

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

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

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

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

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

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

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

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

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

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

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

Kaspersky Lab-covered entity means—

(1) Kaspersky Lab;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Prohibition. The Contractor is prohibited from—

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

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

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

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

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

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

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

(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).

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

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

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

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

(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if

OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

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

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

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

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

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

(4) *Iran prohibitions*.

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

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

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

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

(e) *Governmentwide exclusion and removal orders*.

(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services

produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:

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

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

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

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

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

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

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

(h) *General report*.

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

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

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

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

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

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

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

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

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

(A) Brand;

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

(C) Item description, as applicable.

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

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

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

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

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

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

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

(i) *New FASCSA orders report*.

(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was

provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.

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

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

(ii) Name of the covered article or source subject to a FASCSA order;

(iii) The specific FASCSA order the product or service does not comply with;

(iv) The elements of (h)(1)(iii) through (ix) of this clause.

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

(End of Provision)

4.11 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/browse/index/far
https://www.va.gov/oal/library/vaar/

(End of Clause)

FAR Number	Title	Date
52.202-1	DEFINITIONS	JUN 2020
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUN 2020
52.203-7	ANTI-KICKBACK PROCEDURES	JUN 2020
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR	MAY 2014

	IMPROPER ACTIVITY	
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	NOV 2021
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	NOV 2023
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (DEVIATION)	NOV 2025
52.204-13	SYSTEM FOR AWARD MANAGEMENT—MAINTENANCE (DEVIATION)	NOV 2025
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (DEVIATION)	NOV 2025
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, OR VOLUNTARILY EXCLUDED	JAN 2025
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.210-1	MARKET RESEARCH	NOV 2021
52.215-2	AUDIT AND RECORDS—NEGOTIATION	JUN 2020
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION) ALTERNATE II (NOV 2025)	NOV 2025
52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (DEVIATION)	NOV 2025
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (DEVIATION)	NOV 2025
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS—OVERTIME COMPENSATION (DEVIATION)	NOV 2025
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS (DEVIATION)	NOV 2025
52.222-7	WITHHOLDING OF FUNDS (DEVIATION)	NOV 2025
52.222-8	PAYROLLS AND BASIC RECORDS (DEVIATION)	NOV 2025
52.222-9	APPRENTICES AND TRAINEES (DEVIATION)	NOV 2025
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (DEVIATION)	NOV 2025
52.222-11	SUBCONTRACTS (LABOR STANDARDS) (DEVIATION)	NOV 2025
52.222-12	CONTRACT TERMINATION—DEBARMENT	MAY 2014
52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS	MAY 2014
52.222-14	DISPUTES CONCERNING LABOR STANDARDS (DEVIATION)	NOV 2025
52.222-15	CERTIFICATION OF ELIGIBILITY	MAY 2014

4.12 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (NOV 2025) (DEVIATION)

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

action by the Contractor to employ and advance in employment qualified individuals with disabilities.

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

(End of Clause)

FAR Number	Title	Date
52.222-37	EMPLOYMENT REPORTS ON VETERANS (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (DEVIATION)	NOV 2025
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (DEVIATION)	NOV 2025
52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (DEVIATION)	NOV 2025
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (DEVIATION)	NOV 2025
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND SAFETY DATA (DEVIATION) ALTERNATE I (JUL 1995)	NOV 2025
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2024
52.226-7	DRUG-FREE WORKPLACE	MAY 2024
52.226-8	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	MAY 2024
52.227-1	AUTHORIZATION AND CONSENT	JUN 2020
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	JUN 2020
52.227-4	PATENT INDEMNITY—CONSTRUCTION CONTRACTS	DEC 2007
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-11	INDIVIDUAL SURETY—PLEDGE OF ASSETS	FEB 2021
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	DEC 2022
52.228-14	IRREVOCABLE LETTER OF CREDIT	NOV 2014
52.228-15	PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION	JUN 2020
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (DEVIATION)	SEP 2025
52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS	FEB 2021
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	MAY 2014
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	JAN 2017
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL	MAR 2023

	BUSINESS SUBCONTRACTORS	
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 (DEVIATION)	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (DEVIATION)	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP (DEVIATION)	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (DEVIATION)	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES (DEVIATION)	NOV 1991
52.236-8	OTHER CONTRACTS (DEVIATION)	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (DEVIATION)	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS (DEVIATION)	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (DEVIATION)	APR 1984
52.236-12	CLEANING UP (DEVIATION)	APR 1984
52.236-13	ACCIDENT PREVENTION (DEVIATION) ALT I (NOV 1991)	NOV 1991
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (DEVIATION)	APR 1984
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (DEVIATION)	APR 1984
52.236-17	LAYOUT OF WORK (DEVIATION)	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (DEVIATION) ALT I (APR 1984)	FEB 1997
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	JAN 2017
52.242-13	BANKRUPTCY	JUL 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-4	CHANGES	JUN 2007
52.244-6DEV	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES	OCT 2025
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.249-2	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

4.13 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

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

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

(2) *Designated agency* office means the office designated by the purchase order, agreement, or contract to first receive and review invoices. This office can be contractually designated as the receiving entity. This office may be different from the office issuing the payment;

(3) *Electronic form* means an automated system transmitting information electronically according to the accepted electronic data transmission methods and formats identified in

paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests;

(4) *Invoice payment* has the meaning given in FAR 32.001; and

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System at the current website address provided in the contract.

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI).

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

(e) *Exceptions*. If, based on one of the circumstances in this paragraph (e), the Contracting Officer directs that payment requests be made by mail, the Contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for—

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

4.14 VAAR 852.236-72 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 2019) ALTERNATE I (APR 2019)

(a) In accordance with FAR 52.236–1, the contract work accomplished on the site by laborers, mechanics, and foreman/superintendent on the Contractor's payroll and under their direct supervision shall be used 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, administrative 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) Changes to established activity/event identifiers or responsibility codes for Contractor activities shall not be made without approval from the Contracting Officer.

(d) In the event the Contractor fails to comply with FAR 52.236–1, Performance of Work by the Contractor, the Contracting Officer will withhold retention in the amount of 15% of the value of any work activity/element being invoiced that was not authorized by the Contracting Officer to be performed by someone other than the prime Contractor's own workforce.

(End of Clause)

4.15 VAAR 852.236-79 CONTRACTOR PRODUCTION REPORT (APR 2019)

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

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

(End of Clause)

4.16 VAAR 852.236-80 SUBCONTRACTS AND WORK COORDINATION (APR 2019) ALTERNATE I (APR 2019)

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

(b) The Contractor shall be responsible to the Government for acts and omissions of his/her own employees, and subcontractors and their employees. The Contractor shall also be responsible for coordination of the work of the trades, subcontractors, and material suppliers. The Contractor shall, in advance of the work, prepare coordination drawings showing the location of openings through slabs, the pipe sleeves and hanger inserts, as well as the location and elevation of utility lines, including, but not limited to, conveyor systems, pneumatic tubes, ducts, and conduits and pipes two inches and larger in diameter. These drawings, including plans, elevations, and sections as appropriate, shall clearly show the manner in which the utilities fit into the available space and relate to each other and to existing building elements.

Drawings shall be of appropriate scale to satisfy the previously stated purposes, but not smaller than 3⁄8-inch scale. Drawings may be composite (with distinctive colors for the various trades) or may be separate but fully coordinated drawings (such as sepias or photographic paper reproducibles) of the same scale. Separate drawings shall depict identical building areas or sections and shall be capable of being overlaid in any combination. The submitted drawings for a given area of the project shall show the work of all trades that will be involved in that particular area. Six complete composite drawings or six complete sets of separate reproducible drawings shall be received by the Government not less than 20 days prior to the scheduled start of the work in the area illustrated by the drawings, for the purpose of showing the Contractor's planned methods of installation. The objectives of such drawings are to promote carefully planned work sequence and proper trade coordination, in order to assure the expeditious solutions of problems and the installation of lines and equipment as contemplated by the contract documents while avoiding or minimizing additional costs to the Contractor and to the Government. In the event the Contractor, in coordinating the various installations and in planning the method of installation, finds a conflict in location or elevation of any of the utilities with themselves, with structural items or with other construction items, he/she shall bring this conflict to the attention of the Contracting Officer immediately. In doing so, the Contractor shall explain the proposed method of solving the problem or shall request instructions as to how to proceed if adjustments beyond those of usual trades' coordination are necessary. Utilities installation work will not proceed in any area prior to the submission and completion of the Government review of the coordinated drawings for that area, nor in any area in which conflicts are disclosed by the coordination drawings, until the conflicts have been corrected to the satisfaction of the Contracting Officer. It is the responsibility of the Contractor to submit the required drawings in a timely manner consistent with the requirements to complete the work covered by this contract within the prescribed contract time.

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

(d) The Government reserves the right to refuse to permit employment on the work, or require dismissal from the work, of any subcontractor or subcontractor employee who, by reason of previous unsatisfactory work on Department of Veterans Affairs projects or for any other reason, is considered by the Contracting Officer to be incompetent, careless, or otherwise objectionable.

(End of Clause)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

4.18 MANDATORY WRITTEN DISCLOSURES

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

FAR Number	Title	Date
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.215-70	SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEVIATION)	JAN 2023

4.19 VAAR 852.219-73 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION)

(a) *Definition*. for the Department of Veterans Affairs, ‘‘*Service-disabled Veteran-owned small business concern or SDVOSB’’*:

(1) Means a small business concern—

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

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

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

(iv) The business has been certified for ownership and control pursuant to 38 U.S.C. 8127, 13 CFR 128, and is listed as certified in the SBA certification database at https://veterans.certify.sba.gov/; and

(v) The business agrees to comply with VAAR subpart 819.70 and Small Business Administration (SBA) regulations regarding small business size, government contracting, and the Veteran Small Business Certification Program at 13 CFR parts 121, 125, and 128.

(2) The term ‘‘Service-disabled Veteran’’ means a Veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(3) The term ‘‘small business concern’’ has the meaning given that term under section 3 of the Small Business Act (15 U.S.C. 632).

(4) The term ‘‘small business concern owned and controlled by Veterans with service-connected disabilities’’ has the meaning given the term ‘‘*small business concern owned and controlled by service-disabled veterans*’’ under section 3(q)(2) of the Small Business Act (15 U.S.C. 632(q)(2)).

(5) The term *“SDVOSB participant”* or *certified SDVOSB* means a small business that has been certified in the SBA Veteran Small Business Certification Program and listed in the SBA certification database (see 13 CFR 128.102).

(b) *General*. In order for a concern to submit an offer and be eligible for the award of an SDVOSB set-aside or sole source contract, the concern must qualify as a small business concern under the size standard corresponding to the NAICS code assigned to the contract and be listed as an SDVOSB participant in the SBA certification database as set forth in 13 CFR 128.

(1) Offers received from entities that are not certified SDVOSBs and listed in the SBA certification database at the time of offer shall not be considered.

(2) Any award resulting from this solicitation shall be made to a certified SDVOSB listed in the SBA certification database who is eligible at the time of submission of offer(s) and at the time of award.

(3) The requirements in this clause apply to any contract, order or subcontract where the firm receives a benefit or preference from its designation as an SDVOSB, including set-asides, sole source awards, and evaluation preferences.

(c) *Representation*. Pursuant to 38 U.S.C. 8127(e), only certified SDVOSBs listed in the SBA certification database are considered eligible to receive award of a resulting contract. By submitting an offer, the prospective contractor represents that it is an eligible and certified SDVOSB as defined in this clause, 13 CFR 121, 125, and 128, and VAAR subpart 819.70.

(d) *Agreement/LOS certification.* When awarded a contract action, including orders under multipleaward contracts, an SDVOSB agrees that in the performance of the contract, the SDVOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size, and government contracting programs at 13 CFR part 121 and part 125, including the non-manufacturer rule and limitations on subcontracting (LOS) requirements in 13

CFR 121.406(b) and 13 CFR 125.6. For the purpose of limitations on subcontracting, only certified SDVOSBs listed in the SBA certification database (including independent contractors) shall be considered eligible and/or ‘‘similarly situated’’ (i.e., a firm that has the same small business program status as the prime contractor). An otherwise eligible firm further agrees to comply with the required LOS certification requirements in this solicitation (see 852.219–75 or 852.219–76 as applicable). These requirements are summarized as follows:

(1) *Services*. In the case of a contract for services (except construction), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance to firms that are not certified SDVOSBs listed in the SBA certification database (excluding direct costs to the extent they are not the principal purpose of the acquisition and the SDVOSB/ VOSB does not provide the service, such as airline travel, cloud computing services, or mass media purchases). When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

(2) *Supplies/products*.

(i) In the case of a contract for supplies or products (other than from a non-manufacturer of such supplies), the SDVOSB prime contractor will not pay more than 50% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not certified SDVOSBs listed in the SBA certification database. When a contract includes both supply and services, the 50 percent limitation shall apply only to the supply portion of the contract.

(ii) In the case of a contract for supplies from a non-manufacturer, the SDVOSB prime contractor will supply the product of a domestic small business manufacturer or processor, unless a waiver as described in 13 CFR 121.406(b)(5) has been granted. Refer to 13 CFR 125.6(a)(2)(ii) for guidance pertaining to multiple item procurements.

(3) *General construction*. In the case of a contract for general construction, the SDVOSB prime contractor will not pay more than 85% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, to firms that are not certified SDVOSBs listed in the SBA certification database.

(4) *Special trade construction contractors*. In the case of a contract for special trade contractors, no more than 75% of the amount paid by the government to the prime for contract performance, excluding the cost of materials, may be paid to firms that are not certified SDVOSBs listed in the SBA certification database.

(5) *Subcontracting*. An SDVOSB subcontractor must meet the NAICS size standard assigned by the prime contractor and be certified and listed in the SBA certification database to count as similarly situated. Any work that a first tier SDVOSB subcontractor further subcontracts will count towards the percent of subcontract amount that cannot be exceeded. For supply or construction contracts, the cost of materials is excluded and not considered to be subcontracted. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the portion of the contract with the preponderance of the expenditure upon which the assigned NAICS is based. For information and more specific requirements, refer to 13 CFR 125.6.

(e) *Required limitations on subcontracting compliance measurement period*. An SDVOSB shall comply with the limitations on subcontracting as follows:

[] By the end of the base term of the contract or order, and then by the end of each subsequent option period; or

[X] By the end of the performance period for each order issued under the contract.

(f) *Joint ventures*. A joint venture may be considered eligible as an SDVOSB if the joint venture complies with the requirements in 13 CFR 128.402 and the managing joint venture partner makes the representations under paragraph (c) of this clause. A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the aggregate of the joint venture participants.

(g) *Precedence*. The VA Veterans First Contracting Program, as defined in VAAR 802.101, subpart 819.70, and this clause, takes precedence over any inconsistencies between the requirements of the SBA Veteran Small Business Certification Program and the VA Veterans First Contracting Program.

(h) *Misrepresentation*. Pursuant to 38 U.S.C. 8127(g), any business concern, including all its principals, that is determined by VA to have willfully and intentionally misrepresented a company's SDVOSB status is subject to debarment from contracting with the Department for a period of not less than five years (see VAAR 809.406–2 Causes for Debarment).

(End of Clause)

4.20 VAAR 852.219-75 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023) (DEVIATION)

(a) Pursuant to 38 U.S.C. 8127(l)(2), the offeror certifies that—

(1) If awarded a contract (see FAR 2.101 definition), it will comply with the limitations on subcontracting requirement as provided in the solicitation and the resultant contract, as follows:

(i) [] *Services*. In the case of a contract for services (except construction), the contractor will not pay more than 50% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded. Other direct costs may be excluded to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service as set forth in 13 CFR 125.6.

(ii) [] *General construction*. In the case of a contract for general construction, the contractor will not pay more than 85% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count

towards the 85% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(iii) [] *Special trade construction contractors*. In the case of a contract for special trade contractors, the contractor will not pay more than 75% of the amount paid by the government to it to firms that are not certified SDVOSBs listed in the SBA certification database as set forth in 852.219–73 or certified VOSBs listed in the SBA certification database as set forth in 852.219–74. Any work that a similarly situated certified SDVOSB/VOSB subcontractor further subcontracts will count towards the 75% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(2) The offeror acknowledges that this certification concerns a matter within the jurisdiction of an Agency of the United States. The offeror further acknowledges that this certification is subject to Title 18, United States Code, Section 1001, and, as such, a false, fictitious, or fraudulent certification may render the offeror subject to criminal, civil, or administrative penalties, including prosecution.

(3) If VA determines that an SDVOSB/ VOSB awarded a contract pursuant to 38 U.S.C. 8127 did not act in good faith, such SDVOSB/VOSB shall be subject to any or all of the following:

(i) Referral to the VA Suspension and Debarment Committee;

(ii) A fine under section 16(g)(1) of the Small Business Act (15 U.S.C. 645(g)(1)); and

(iii) Prosecution for violating 18 U.S.C. 1001.

(b) The offeror represents and understands that by submission of its offer and award of a contract it may be required to provide copies of documents or records to VA that VA may review to determine whether the offeror complied with the limitations on subcontracting requirement specified in the contract. Contracting officers may, at their discretion, require the contractor to demonstrate its compliance with the limitations on subcontracting at any time during performance and upon completion of a contract if the information regarding such compliance is not already available to the contracting officer. Evidence of compliance includes, but is not limited to, invoices, copies of subcontracts, or a list of the value of tasks performed.

(c) The offeror further agrees to cooperate fully and make available any documents or records as may be required to enable VA to determine compliance with the limitations on subcontracting requirement. The offeror understands that failure to provide documents as requested by VA may result in remedial action as the Government deems appropriate.

(d) Offeror completed certification/fill-in required. The formal certification must be completed, signed and returned with the offeror's bid, quotation, or proposal. The Government will not consider offers for award from offerors that do not provide the certification, and all such responses will be deemed ineligible for evaluation and award.

Certification

I hereby certify that if awarded the contract, [insert name of offeror] will comply with the limitations on subcontracting specified in this clause and in the resultant contract. I further certify that I am authorized to execute this certification on behalf of [insert name of offeror].

Printed Name of Signee: _____

Printed Title of Signee: _____

Signature: _____

Date: _____

Company Name and Address: _____

(End of Clause)

FAR Number	Title	Date
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.223-71	SAFETY AND HEALTH	SEP 2019
852.228-70	BOND PREMIUM ADJUSTMENT	JAN 2008
852.232-71	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (INCLUDING NAS– CPM) (NOV 2018)	NOV 2018

4.21 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

The Contracting Officer reserves the right to designate an Administrative Contracting Officer (ACO) for the purpose of performing certain tasks/duties in the administration of the contract. Such designation will be in writing through an ACO Letter of Delegation and will identify the responsibilities and limitations of the ACO. A copy of the ACO Letter of Delegation will be furnished to the Contractor.

(End of Clause)

FAR Number	Title	Date
852.246-71	REJECTED GOODS	OCT 2018

"General Decision Number CA20260022 01/30/2

026 Superseded General Decision Number CA20250022

State California

Construction Types Building, Heavy (Heavy and Dredging) and Hi
ghway

County Los Angeles County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not

include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (
does not include water well drilling); HIGHrAY CONSTRUCTION PROJ
ECTS

Modification Number	Publication Date
0	01/02/2026
1	01/23/2026
2	01/30/2026

ASBE0005-002 09/01/2024

	Rates	Fringes
Asbestos rorkers/Insulator (Includes the application of al l insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems)	56.32	26.52
Fire Stop Technician (Application of Firestopping Materials for wall openin gs and penetrations in wall s, floors, ceilings and curtain walls)	39.94	20.65

ASBE0005-004 07/04/2
022

	Rates	Fringes
Asbestos Removal worker/hazardous materi al handler (Includes preparation, wetti ng, stripping, r emoval, scrapping, vacuuming, baggin g and disposing of all insulation materials from mechanical systems, wheth er they contain asbestos or not)	23.52	13.37

BOIL0092-003 01/01/2
024

	Rates	Fringes

BOILERMAKER..... 51.98 42.11

---

* BRCA0004-007 05/01/2024

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	45.53	20.29

*The wage scale for prevailing wage projects performed in Blythe, Chinalake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada

State Line) will be Three Dollars (.3.00) above the

standard San Bernardino/Riverside County hourly wage rate

---BRCA0018-004 06/01/2024

	Rates	Fringes
MARBLE FINISHER.....	43.38	15.36
TILE FINISHER.....	37.96	13.77
TILE LAYER.....	51.82	19.32

---BRCA0018-010 09/01/2024

	Rates	Fringes

TERRAZZO FINISHER..... 42.11 14.67

TERRAZZO WORKER/SETTER..... 49.62 15.26

CARP0213-001 07/01/2025

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer..	52.24	26.18
(2) Millwright.....	52.24	26.68
(3) Piledriver/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	52.37	26.18
(4) Pneumatic Nailer, Power Stapler.....	52.37	26.18
(5) Sawfiler.....	52.34	26.18
(6) Scaffold Builder.....	45.37	25.43
(7) Table Power Saw Operator...	52.34	26.18

FOOTNOTE; Work of forming in the construction of open cuts ewers or storm drains, on operations in which horizontal

lagging is used in conjunction with steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a

substitute for back forms (which work is performed by piledrivers); .0.13 per hour additional.

CARP0213-002 07/01/2025

	Rates	Fringes
Diver		
(1) Wet.....	901.92	26.18
(2) Standby.....	450.96	26.18
(3) Tender.....	442.96	26.18
(4) Assistant Tender.....	418.96	26.18

Amounts in 1111Rates? column are per day

CARP0213-004 07/01/2025

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER.....	52.24	26.18
STOCKER/SCRAPPER.....	21.45	11.27

CARP0721-001 07/01/2025

	Rates	Fringes
Modular Furniture Installer.....	25.00	13.06

---

* ELEC0011-004 01/27/2026

	Rates	Fringes
ELECTRICIAN (INSIDE ELECTRICAL WORK)		

Journeyman Electrician. 65. 00 3
%+35. 62 ELECTRICIAN (INTELLIGENT

TRANSPORTATION SYSTEMS Street

Lighting, Traffic Signals,

CCTV, and Underground Systems)

Journeyman Transportation		
Electrician.	64. 80	3%+35. 82
Technician.	48. 60	3%+35. 82

FOOT NOTE;

CABLE SPLICER & INSTRUMENT PERSON; Recieve 5% additiona
l per hour above Journeyman Electrician basic hourly rate.

TUNNEL WORK; 10% additional per hour.

SCOPE OF WORK -TRANSPORTATION SYSTEMS

ELECTRICIAN

Installation of street lights and traffic signals, including electrical circuitry, programmable controllers,

pedestal-mounted electrical meter enclosures and laying of pre-ass embled multi-conductor cable in ducts, layout of

electrical systems and communication installation,

including proper position of trench depths and radius at duct banks, location for man

holes, pull boxes, street lights and traffic signals"

Installation of underground ducts for electrical, telephone, cable televisi on and communication systems"

Pulling, termination and

splicing of traffic signal and street lighting conductors and electrical sys tems including interconnect, detector loop,

fiber optic cable and video/cable"

TECHNICIAN

Distribution of material at job site, manual excavation and backfill, ins tallation of system conduits and raceways for electrical, telephone, ca ble television and communication

systems" Pulling, terminating and splicing of traffic signal and str eet lighting conductors and electrical systems

including interconnect, detector loop, fiber optic cable and video/da ta"

---

* ELEC0011-007 01/01/2024

COMMUNICATIONS & SYSTEMS WORK (excludes any work on I ntelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer""""""""""""""""""""	$ 46"47	3%+17"08

SCOPE OF WORK The work covered shall include the

installation, testing, service and maintenance, of the following systems th at utilize the transmission and/or transference of voice, sound, vi sion and digital for

commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory

control systems, microwave transmission, multi-media,

multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock

systems"

A" Communication systems that transmit or receive information and/or c ontrol systems that are intrinsic to the above

listed systems SCADA (Supervisory control/data acquisition PCM (Pul se code modulation) Inventory control systems

Digital data systems Broadband & baseband and carriers

Point of sale systems VSAT data systems Data communication sys tems RF and remote control systems Fiber optic data

systems

B" Sound and Voice Transmission/Transference Systems Backgroun d-Foreground Music Intercom and Telephone

Interconnect Systems Sound and Musical Entertainment Systems Nu rse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems

Low-Voltage Master Clock Systems Multi-Media/Multiplex

Systems Telephone Systems RF Systems and Antennas and Wave Guide

C" *Fire Alarm Systems-installation, wire pulling and testing"

D" Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video

Entertainment Systems Video Educational Systems CATV and CCTV

E" Security Systems, Perimeter Security Systems, Vibration Sensor Systems

Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

*Fire Alarm Systems

1" Fire Alarms-In Raceways Wire and cable pulling in

raceways performed at the current electrician wage rate and

fringe benefits.

2 Fire Alarms-Open Wire Systems installed by the Technician.

ELEC1245-001 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	70.16	24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	53.30	22.26
(3) Groundman	40.76	21.76
(4) Powderman	51.87	18.79

1OLIDAYS New Year?s Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

---

ELEV0018-001 01/01/2025

	Rates	Fringes
ELEVATOR MEC1ANIC	69.43	38.435+a+b

FOOTNOTE

a PAID VACATION 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 PAID 1OLIDAYS New Year?s Day, Memorial Day, Independence Day, Labor Day, Veterans? Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2025

	Rates	Fringes
OPERATOR (DREDGING) Power Equipment		
(1) Leverman	67.90	40.95
(2) Dredge dozer	61.93	40.95
(3) Deckmate	61.82	40.95
(4) Winch operator (stern winch on dredge)	61.27	40.95
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand	60.73	40.95
(6) Barge Mate	61.34	40.95

ENGI0012-024 07/01/2025

	Rates	Fringes
OPERATOR (All Other Work) Power Equipment		
GROUP 1	63.40	33.20
GROUP 2	64.18	33.20
GROUP 3	64.67	33.20
GROUP 4	65.96	33.20
GROUP 6	66.18	33.20

P GROU	8.....	66.29	33.20
P GROU	10.....	66.41	33.20
P GROU	12.....	66.58	33.20
P GROU	13.....	66.68	33.20
P GROU	14.....	66.71	33.20
P GROU	15.....	66.79	33.20
P GROU	16.....	66.91	33.20
P GROU	17.....	67.08	33.20
P GROU	18.....	67.18	33.20
P GROU	19.....	67.29	33.20
P GROU	20.....	67.41	33.20
P GROU	21.....	67.58	33.20
P GROU	22.....	67.68	33.20
P GROU	23.....	67.79	33.20
P GROU	24.....	67.91	33.20
P			

GROUP 25.....$ 68.08 33.20

OPERATOR Power Eq
uipment (Cranes, Pil
edriving &

Hoisting)

GROUP 1	$ 64.75	33.20
GROUP 2	$ 65.53	33.20
GROUP 3	$ 65.82	33.20
GROUP 4	$ 65.96	33.20
GROUP 5	$ 66.18	33.20
GROUP 6	$ 66.29	33.20
GROUP 7	$ 66.41	33.20
GROUP 8	$ 66.58	33.20
GROUP 9	$ 66.75	33.20
GROUP 10	$ 67.75	33.20
GROUP 11	$ 68.75	33.20
GROUP 12	$ 69.75	33.20
GROUP 13	$ 70.75	33.20

OPERATOR Power Equipment
(Tunnel Work)

GROUP 1	$ 65.25	33.20
GROUP 2	$ 66.03	33.20
GROUP 3	$ 66.32	33.20
GROUP 4	$ 66.46	33.20
GROUP 5	$ 66.68	33.20
GROUP 6	$ 66.79	33.20
GROUP 7	$ 66.91	33.20

PREMIUM PAY

$10.00 per hour shall be paid on all Power Equipment Operator work on the followng Military Bases China Lake Naval

Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp

Pendleton

Workers required to suit up and work in a hazardous material environment $2.00 per hour additional. Combination mixer

and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFI

CATIONS POWER EQUIPMENT OPE

RATORS CLASSIFICATIONS

GROUP 1 Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator

operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons;

Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2 Asphalt-rubber plant operator (nurse tank operator); Coil Tubing Rig Operator, Concrete mixer

operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons;

Hydrostatic pump operator; oiler crusher (asphalt or

concrete plant); Petromat laydown machine; PJU side dum

jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without

attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3 Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4 Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman

(asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator;

Concrete Pump Operator (small portable); Direct Push Operator (Geoprobe or similar types) Drilling machine

operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types -

drilling depth of 30H maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling

(above ground tunnel); Power concrete curing machine

operator; Power concrete saw operator; Power-driven jumbo formsetter operator; Power sweeper operator; Rock Wheel

Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6 Articulating material hauler; Asphalt plant

engineer; Batch plant operator; Bit sharpener; Concrete

joint machine operator (canal and similar type);
Concrete planer operator; Dandy digger; Deck engi
ne operator;

Derrickman (oilfield type); Drilling machine operator,

bucket or auger types (Calweld 100 bucket or similar types

- Watson 1000 auger or similar types - Texoma 330, 5
00 or 600 auger or similar types - drilling depth
of 45Ø

maximum); Drilling machine operator; Hydrographic s
eeder machine operator (straw, pulp or seed), Jac
kson track

maintainer, or similar type; Kalamazoo Switch tamper, or

similar type; Machine tool operator; Maginnis intern
al full slab vibrator, Mechanical berm, curb or gu
tter(concrete or asphalt); Mechanical finisher opera
tor (concrete,

Clary-Johnson-Bidwell or similar); Micro tunnel system

(belowground);Pavement breaker operator (truck mou
nted); Road oil mixing machine operator; Roller op
erator (asphalt or finish), rubber-tired earth movi
ng equipment (single

engine, up to and including 25 yds. struck); Self-p
ropelled tar pipelining machine operator; Skipload
er operator

(crawler and wheel type, over 3/4 yd. and up to and

including 1-1/2 yds.); Slip form pump operator
(power driven hydraulic lifting device for conc
rete forms);

Tractor operator-bulldozer, tamper-scraper (single
engine, up to 100 h.p. flywheel and similar types,
up to and

including D-5 and similar types); Tugger hoist op
erator (1 drum); Ultra high pressure waterjet cutti
ng tool system

operator; Vacuum blasting machine operator

GROUP 8 Asphalt or concrete spreading operator (ta
mping or finishing); Asphalt paving machine operator
(Barber Greene

or similar type); Asphalt-rubber distribution operator;

Backhoe operator (up to and including 3/4 yd.), small ford,

Case or similar types; Cable Bundling Machine
Operator (excluding handheld); Cable Trenching
Machine Operator

(Spider Plow or similar types) Cast-in-place pipe laying

machine operator; Combination mixer and compressor
operator (gunite work); Compactor operator (self-p
ropelled);

Concrete mixer operator (paving); Crushing plant operator;

Drill Doctor; Drilling machine operator, Bucket or
auger types (Calweld 150 bucket or similar types -
Watson 1500,

2000 2500 auger or similar types - Texoma 700, 800 au
ger or similar types - drilling depth of 60Ø maximu
m); Elevating

grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment

robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid,

Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar

type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types)

Rock Drill or similar types; Rotary drill operator

(excluding caisson type); Rubber-tired earth-moving

equipment operator (single engine, caterpillar, Euclid,

Athey Wagon and similar types with any and all attachments

over 25 yds. up to and including 50 cu. yds. struck);

Rubber-tired earth-moving equipment operator (multiple

engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John

Deere, 1040 and similar single unit); Self- propelled curb and gutter machine operator; Shuttle buggy; Skiploader

operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator;

Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or

similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling

pipe wrapping, cleaning and bendng machine operator;

Trenching machine operator (over 6 ft. depth capacity,

manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity) Ultra high pressure waterjet cutting tool system mechanic; Water pull

(compaction) operator

GROUP 10 Drilling machine operator, Bucket or auger types (Calweld 200B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar

types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail

locomotive operator (diesel, gas or electric); Motor

patrol- blade operator (single engine); Multiple en
gine tractor operator (Euclid and similar type- except Quad 9

cat.); Rubber-tired earth-moving equipment operator (si
ngle engine, over 50 yds. struck); Pneumatic pipe ra
mming tool

and similar types; Prestressed wrapping machine operator;

Rubber-tired earth-moving equipment operator (single

engine, over 50 yds. struck); Rubber tired earth
moving equipment operator (multiple engine, Euclid, ca
terpillar

and similar over 25 yds. and up to 50 yds. struck), Tower

crane repairman; Tractor loader operator (crawler and wh
eel type over 6-1/2 yds.); Woods mixer operator (and s
imilar

Pugmill equipment)

GROUP 120 Auto grader operator; Automatic slip form opera
tor; Drilling machine operator, bucket or auger types (Ca
lweld,

auger 200 CA or similar types - Watson, auger 6000 or

similar types - Hughes Super Duty, auger 200 or similar

types - drilling depth of 175ft maximum); Hoe ram or s
imilar with compressor; Mass excavator operator less tha
750 cu.

yards; Mechanical finishing machine operator; Mobile
form traveler operator; Motor patrol operator (multi-
engine);

Pipe mobile machine operator; Rubber-tired earth-
moving equipment operator (multiple engine, Euclid,
Caterpillar and similar type, over 50 cu. yds. struck
); Rubber-tired self- loading scraper operator (padd
le-wheel-auger type self-loading - two (2) or more
units)

GROUP 130 Rubber-tired earth-moving equipment operator

operating equipment with push-pull system (single en
gine, up to and including 25 yds. struck)

GROUP 140 Canal liner operator; Canal trimmer operator;

Remote- control earth-moving equipment operator (opera
ting a second piece of equipment $1.00 per hour addi
tional);

Wheel excavator operator (over 750 cu. yds.)

GROUP 150 Rubber-tired earth-moving equipment opera
tor, operating equipment with push-pull system (single
engine,

Caterpillar, Euclid, Athey Wagon and similar types with
any and all attachments over 25 yds. and up to and inclu
ding 50 yds. struck); Rubber-tired earth-moving equi
pment operator, operating equipment with push-pull sys
tem (multiple

engine-up to and including 25 yds. struck)

GROUP 160 Rubber-tired earth-moving equipment opera
tor, operating equipment with push-pull system (single
engine,

over 50 yds. struck); Rubber-tired earth-moving equi
pment operator, operating equipment with push-pull s
ystem

(multiple engine, Euclid, Caterpillar and similar,
over 25 yds. and up to 50 yds. struck)

GROUP 170 Rubber-tired earth-moving equipment operator,

operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors intandem - Quad 9 and similar type)

GROUP 180 Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units -single engine, up to and including 25 yds. struck)

GROUP 190 Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any

combination, excluding compaction units - single engine,

Caterpillar, Euclid, Athey Wagon and similar types with anyand all attachments over 25 yds.and up to and including 50cu. yds. struck); Rubber-tired earth-moving equipment

operator, operating in tandem (scrapers, belly dumps andsimilar types in any combination, excluding compaction

units - multiple engine, up to and including 25 yds. struck)

GROUP 200 Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units -single engine, over 50 yds. s truck); Rubber-tired

earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any

combination, excluding compaction units - multiple engine, Euclid, Caterpillar andsimilar, over 25 yds. and up to 50yds. struck)

GROUP 21 Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units -

multiple engine, Euclid, Caterpillar and similar type, over 50 cu& yds & struck)

GROUP 22 Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system

(single engine, up to and including 25 yds& struck)

GROUP 23 Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system

(single engine, Caterpillar, Euclid, Athey Wagon and

similar types with any and all attachments over 25 yds& and up to and including 50 yds& struck); Rubber-tired

earth-moving equipment operator, operating with the tandem pus h-pull system (multiple engine, up to and including 25 yds& struck)

GROUP 24 Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system

(single engine, over 50 yds& struck); Rubber-tired

earth-moving equipment operator, operating equipment with the ta ndem push-pull system (multiple engine, Euclid,

Caterpillar and similar, over 25 yds& and up to 50 yds& struck)

GROUP 25 Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with

the tandem push-pull system (multiple engine, Euclid, Caterpill ar and similar type, over 50 cu& yds& struck); Spyder Excava tor Operator, with all attachments

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1 Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2 Truck crane oiler

GROUP 3 A-frame or winch truck operator; Ross carrier op erator (jobsite)

GROUP 4 Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5 Hydraulic boom truck; Stinger crane (Austin-Western or si milar type); Tugger hoist operator (1 drum)

GROUP 6 Bridge crane operator; Cretor crane operator; Hoist oper ator (Chicago boom and similar type); Lift mobile

operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar

gantry crane operator; Self Climbing scaffold (or similar type); Sh ovel, backhoe, dragline, clamshell operator (over 3/4 yd& and up to 5 cu& yds& mrc); Tugger hoist operator

GROUP 7 Pedestal crane operator; Shovel, backhoe, dragline, cla mshell operator (over 5 cu& yds& mrc); Tower crane

repair; Tugger hoist operator (3 drum)

GROUP 8 Crane operator (up to and including 25 ton

capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist

operator, stiff legs, Guy derrick or similar type (up to and includi ng 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu& yds&, M&R&C&)

GROUP 9 Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to

and including 50 tons mrc); Highline cableway operator; Hoist oper a tor, stiff legs, Guy derrick or similar type (over 25 tons up to an d including 50 tons mrc); K-crane

operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10 Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M&R&C&);

GROUP 11 Crane operator (over 100 tons and up to and

including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator,

stiff legs, Guy derrick or similar type (over 100 tons up

to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower

crane operator and tower gantry

GROUP 12' Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and includin g 300 tons mrc); Hoist operator, stiff legs,

Guy derrick or similar type (over 200 tons, up to and

including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13' Crane operator (over 300 tons); Derrick barge

operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1' Skiploader (wheel type up to 3/4 yd1 without atta chment)

GROUP 2' Power-driven jumbo form setter operator

GROUP 3' Dinkey locomotive or motorperson (up to and inc luding 10 tons)

GROUP 4' Bit sharpener; Equipment greaser (grease truck);

Slip form pump operator (power-driven hydraulic lifting

d evi ce for con cr ete for ms); Tu gger h oi st oper a tor (1 d r u m); Tu n n el loc omoti ve oper a tor (over 10 a nd up to a n d i n c l u d i n g 30 tons)

GROUP 5' Backhoe operator (up to and including 3/4 yd1); Small For d, Case or similar; Drill doctor; Grouting machine operator; Heading shi eld operator; Heavy-duty repairperson; Loader operator (Athey, Euclid , Sierra and similar types);

Mucking machine oper a tor (1 / 4 yd 1 , r u b b e r - ti r e d , r a i l or tr a ck type) ; P n eu ma ti c con cr ete p l a c i n g m a c h i n e oper a tor (Hackley-Presswell or similar type); Pneumatic heading

s h i e l d (tu n n e l) ; P u m pc r ete gu n oper a tor ; Tr a c tor compr es s or d r i ll combi n a ti on oper a tor ; Tu gger h oi st oper a tor (2 d r u m) ; Tunnel locomotive operator (over 30 tons)

GROUP 6' Heavy Duty Repairman

GROUP 7' Tunnel mole boring machine opera

tor ENGINEERS ZONES

$11 00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counti es as

defined below'

That area within the following Boundary' Begin in San

Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is

the NW corner of Section 1, T17N,m R14E, San Bernardino

Meridian1 Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S,

R42E, Mt1 Diablo Meridian1 Continue North to the intersecti on with the Inyo County Boundary at that point which is the NE

corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM1 Continue W along the Inyo and San

Bernardino County boundary until the intersection with Kern

County, as that point which is the SE corner of Section 34, T24S, R40E, MDM1 Continue W along the Inyo and Kern Coun ty boundary until the intersection with Tulare County, at that poi nt which is the SW corner of the SE quarter of Section 32,

T24S, R37E, MDM1 Continue W along the Kern and Tulare Coun ty boundary, until that point which is the NW corner of T25S,

R32E, MDM1 Continue S following R32E lines to the NW corner of T31S, R32E, MDM1 Continue W to the NW corner of T31S, R31E, MDM1 Continue S to the SW corner of T32S, R31E, MDM1 Continue W to SW corner of SE quarter of Section 34, T32 S, R30E, MDM1 Continue S to SW corner of T11N, R17W, SBM1 Continue E along

south boundary of T11N, SBM to SW corner of T11N, R7W, SBM1 Continue S to SW corner of T9N, R7W, SBM1 Continue E along south boundary of T9N, SBM to SW corner of T9N, R 1E, SBM1

Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM1 Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of

T1S, R10E, SBM Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM

Continue W along Imperial and Riverside county line to NW

corner of T9S, R9E, SBM Continue S along the boundary between Imperial and San [)iego Counties, along the west edge of R9E,

SBM to the south boundary of Imperial County/California state lin e Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1,

T17N, R14E, SBM

$1 00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined bel ow7

Th at a r ea wi th in th e fol l owi n g Bou n d a r y7 Begi n a p p roxi ma tel y 5 mi l es n or th of th e c ommu n i ty of Ch ol a me, on th e Mon ter ey Cou n ty and San Luis Obispo County boundary at the NW corner of T25S,

R 16 E, Mt [)i a b l o Mer i d i a n Con ti n u e s ou th a l on g th e west s i d e of R 16 E to th e SW c or n er of T3 0S, R 16 E, M[)M Con ti n u e E to SW corn er of T30S, R17E, M[)M Continue S to SW corner of T31S,

R17E, M[)M Continue E to SW corner of T31S, R18E, M[)M

Continue S along West side of R18E, M[)M as it crosses into San Bernardino Meridian numbering area and becomes R30W

Follow

the west side of R30W, SBM to the SW corner of T9N, R30W, SBM Continue E along the south edge of T9N, SBM to the San ta

Barbara County and Ventura County boundary at that point whch

is th e SW c or n er of Sec ti on 3 4 T9 N, R 24W, SBM, con ti n u e S a l on g th e Ven tu r a Cou n ty l i n e to th a t poi n t wh i c h i s th e SW c or n er of the SE quarter of Section 32, T7N, R24W, SBM Continue E

a l on g th e s ou th edge of T7 N, SBM to th e SE c or n er to T7 N, R 21 W, SBM Con ti n u e N a l on g E a s t s i d e of R 21 W, SBM to Ven tu r a Cou n ty and Kern County boundary at the NE corner of T8N, R21W

Con ti n u e W a l on g th e Ven tu r a Cou n ty a n d Ker n Cou n ty bou n d a r y to th e SE c or n er of T9 N, R 21 W Con ti n u e Nor th a l on g th e E a s t edge of R 21W, SBM to the NE corner of T12N, R21W, SBM Continue

West along the north edge of T12N, SBM to the SE corner of T32S, R21E, M[)M [T12N SBM is a think strip between T11 N SBM

a n d T3 2 S M[)M] Con ti n u e Nor th a l on g th e E a s t s i d e of R 21 E, M[)M to th e Ki n gs Cou n ty a n d Ker n Cou n ty bor d er a t th e NE c or n er of T25 S, R 21 E, M[)M, con ti n u e We s t a l on g th e Ki n gs Cou n ty a n d Ker n County Boundary until the intersection of San Luis Obispo

County Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey

County Continue West along the Monterey County and San Lui s Obispo County boundary to the beginning point at the NW corner of T25S, R16E, M[)M

$2 00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNAR[)INO County as defined bel ow7

That area within the following Boundary7 Begin at the

intersection of the northern boundary of Mono County and the California state line at the point which is the center of

Section 17, T10N, R22E, Mt [)iablo Meridian Continue S then SE along the entire western boundary of Mono County, un til it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, M[)M

Continue SSE along the entire western boundary of Inyo County, u ntil the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, M[)M

Continue E along the Inyo and Kern County boundary until the

intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, M[)M Continue E along the Inyo and San Bernardino County boundary until the point

which is the NE corner of the Western half of the NW quarter of Sec tion 6, T25S, R42E, M[)M Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, M[)M Continue E in a straight line to the California and Nevada

state border at the point which is the NW corner of Section 1, T17 N, R14E, San Bernardino Meridian Then continue NW along the state line to the starting point, which is the center of Sec tion 18, T10N, R22E, M[)M

REMAININ\ AREA NOT [)EFINE[) ABOVE RECIEVES BASE RATE

---------- IRON0433-006 01/01/ 2025

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 45 78	26 51

Ornamental, Reinforcing

and Structural.....$ 50.70 35.15

PREMIUM PAY"

$9.00 additional per hour at the following locations"

China Lake Naval Test Station, Chocolate Mountai
ns NavalReserve-Niland,

Edwards AFB, Fort Irwin Military Station, Fort Irwin
TrainingCenter-Goldstone, San Clemente Island, San
Nicholas Island,

Susanville Federal Prison, 29 Palms - Marine Corps, U.S
. MarineBase - Barstow, U.S. Naval Air Facility - Seal
ey, Vandenberg AFB Army Defense Language Institute -
Monterey, Fallon Air Base,

Naval Post Graduate School - Monterey, Yermo Ma
rine Corps Logistics Center

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

------- LABO0300-001 11/01/2025

	Rates	Fringes
Brick Tender	$ 42.60	22.13

------- LABO0300-003 07/01/2025

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1	$ 53.60	25.74
GROUP 2	$ 53.92	25.74
GROUP 3	$ 54.38	25.74
GROUP 4	$ 55.07	25.74
LABORER		
GROUP 1	$ 46.48	25.95
GROUP 2	$ 47.03	25.95
GROUP 3	$ 47.58	25.95
GROUP 4	$ 49.13	25.95
GROUP 5	$ 49.48	25.95

LABORER CLASSIFICATIONS

GROUP 1" Cleaning and handling of panel forms; Conc
rete screeding for rough strike-off; Concrete, water
curing;

Demolition laborer, the cleaning of brick if performed
by aworker performing any other phase of demolition
work, andthe cleaning of lumber; Fire watcher, limber,
brush loader, piler and debris handler; Flag person;
Gas, oil and/or

water pipeline laborer; Laborer, asphalt-rubber material

loader; Laborer, general or construction; Laborer, gen
eral clean-up;Laborer, landscaping;Laborer, jetting;
Laborer, temporary water and air lines; Material hose
operator

(walls, slabs, floors and decks); Plugging, filling of sh
ee bolt holes; Dry packing of concrete; Railroad mainten
ance,

repair track person and road beds; Streetcar and railroad

construction track laborers; Rigging and signaling; Scaler;

Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner;

Wire mesh pulling - all concrete pouring operations

GROUP 2" Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and

installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs,

gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Finegrader, highways and street paving, airport, runways and

similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea

chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power

broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster

(pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw

operator, Pittsburgh chipper and similar type brush

shredder; Underground laborer, including caisson bellower

GROUP 3" Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or

longer; Dri-pak-it machine; Gas, oil and/or water pipeline

wrapper, 6-in pipe and over, by any method, inside and

out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold,

creosote, lime caustic and similar type materials

(""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing);

Operator of pneumatic, gas, electric tools, vibrating

machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein;

Pipelayer%s backup person, coating, grouting, making of

joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services;

Rock slinger; Rotary scarifier or multiple head concrete

chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4/ Asphalt raker, lute person, ironer, asphalt dumpers on, and asphalt spreader boxes (all types); Concrete

core cutter (walls, floors or ceilings), grinder or sander;

Concrete saw person, cutting walls or flat work, scoring

old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock

slinger; Laborer, asphalt- rubber distributor boot person;

Laser beam in connection with laborers% work; Oversize concrete vibrator operator, 70 lbs and over; Pipelayer

performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of

tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device

used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster

(nozzle person), water blasting, Porta Shot-Blast

GROUP 5/ Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing;

Driller/ All power drills, excluding jackhammer, whether

core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1/ Batch plant laborer; Changehouse person; Dump

person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling

person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc)

GROUP 2/ Chucktender, cabletender; Loading and unloading agitator cars;; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3/ Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person;

Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of

troweling and/or grouting machines; Powder person (primer

house); Primer person; Sandblaster; Shotcrete person; Steel form ra iser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4/ Diamond driller; Sandblaster; Shaft and raise work

----------LABO0300- 005 07/01/2 025

	Rates	Fringes	
Asbestos Removal Laborer	. 46 48	25 93	SCOPE OF WORK/ Includes site mobilization, i

cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and

disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding,

fabrication of temporary wooden barriers and assembly of dec ontamination stations.

----------LAOO0345-001 07/01/2025

	Rates	Fringes
LAOORER (GUNITE)		
GROUP 1	55.88	23.77
GROUP 2	54.93	23.77
GROUP 3	51.39	23.77

FOOTNOTE0 GUNITE PREMIUM PAY0 Workers workin g from a Oosn5n5s Chair or suspended from a rope or cable shall

receive 40 cents per hour above the foregoing applicable class ification rates. Workers doing gunite and/or

shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-p ortal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar

type of structure, when such structure is in excess of

755-0"" above base level and which work must be performed in whol e or in part more than 755-0"" above base level, that work perfor med above the 755-0"" level shall be compensated for at 35 cen ts per hour above the applicable

classification wage rate.

GUNITE LAOORER CLASSIFICATIONS

GROUP 10 Rodmen, Nozz

lemen GROUP 20 Gun

men

GROUP 30 Reboundmen

----------LAOO1184-001 07/01/2025

	Rates	Fringes
Laborers0 (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer	47.94	20.86
(2) Vehicle Operator/Hauler	48.11	20.86
(3) Horizontal Directional Drill Operator	49.96	20.86
(4) Electronic Tracking Locator	51.96	20.86
Laborers0 (STRIPING/SLURRY SEAL)		
GROUP 1	49.30	23.97
GROUP 2	50.60	23.97
GROUP 3	52.61	23.97
GROUP 4	54.35	23.97

LAOORERS - STRIPING CLASSIFICATIONS

GROUP 10 Protective coating, pavement sealing, including rep air and filling of cracks by any method on any surface in parking l ots, game courts and playgrounds; carstops;

operation of all related machinery and equipment; equipment repair technician

GROUP 20Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and

preparation of surface for coatings. Traffic con
trol person0 controlling and directing traffic through both

conventional and moving lane closures; operation of all rela
ted machinery and equipment

GROUP 30 Traffic delineating device applicator0 Layout and applic
ation of pavement markers, delineating signs, rumble and traffic ba
rs, adhesives, guide markers, other traffic delineating devices in
cluding traffic control. This

category includes all traffic related surface preparation (sandblasti
ng, waterblasting, grinding) as part of the

application process. Traffic protective delineating system installer0
removes, relocates, installs, permanently

affixed roadside and parking delineation barricades, fencing, c
able anchor, guard rail, reference signs,

monument markers; operation of all related machinery and equip
ment; power broom sweeper

GROUP 4 Striper layout and application of traffic s tripes and markings; hot thermo plastic; tape traffic s tripes and markings, including traffic control; opera tion of all

related machinery and equipment

------- LAOO1414-001 08/06/2025

	Rates	Fringes
LAOORER		
PLASTER CLEAN-UP LAOORER....	$ 46.17	25.97
PLASTER TENDER.....	$ 48.72	25.97

Work on a swing stage scaffold $1.00 per hour additional.

-------PAIN0036-001 07/01/2023

	Rates	Fringes
Painters (Includi ng Lead Abatemen t)		
(1) Repaint (excludes San Diego County).....	$ 29.59	17.12
(2) All Other Work.....	$ 38.52	18.64

REPAINT of any previously painted structure. Exc eptions work involving the aerospace industry, b reweries,

commercial recreational facilities, hotels which operate commercial establishments as part of hotel s ervice, and sports facilities.

-------PAIN0036-006 09/01/2024

	Rates	Fringes
DRYWALL FINISI-ER/TAPER		
Antelope Valley North of th e followin g Ooun d ary		
Kern Cou n ty L i n e to I-wy. #5, Sou th on I-wy. #5 to I-wy. N2, E a s t on N2 to		
Palmda l e Olvd., to I-wy. #14, Sou th to I-wy. #18,		
East to I-wy. #395.....	$ 45.20	26.82
Remainder of Los Angeles County.....	$ 49.33	26.82

-------PAIN0036-015 01/01/2025

	Rates	Fringes
GLAZIER.....	$ 53.05	30.64

FOOTNOTE Additional $1.25 per hour for work in a condor, from the third (3rd) floor and up
Additional $1.25 per

hour for work on the outside of the building from a swingstage or any suspended contrivance, from the ground up

---

-------PAIN1247-002 01/01/2025

	Rates	Fringes
SOFT FLOOR LAYER.....	$ 45.15	19.43

-------PLAS0200-009 08/03/2022

	Rates	Fringes
PLASTERER.....	$ 47.37	19.64

-------PLAS0500-002 07/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 47.70	27.07

-------PLUM0016-001 09/01/2025

	Rates	Fringes

PLLMBER/PIPEFITTER

Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space	$ 59.85	25.83
Work ONLY on strip malls, light commercial, tenant improvement and remodel work	$ 44.29	24.16
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work	$ 61.73	26.81

-------PLLM0345-001 09/01/2025

	Rates	Fringes
PLLMBER		
Landscape/Irrigation Fitter.	$ 44.75	26.20
Sewer & Storm Drain Work....	$ 48.84	23.58

-------ROOF0036-002 08/01/2025

	Rates	Fringes
ROOFER.....	$ 52.63	20.73

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or

pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive $ 1.75 per hour ""pitch premium"" pay.

---

* SFCA0669-013 01/01/2026

DOES NOT INCLLDE THE CITY OF POMONA, CATALINA ISLAND, AND THAT PART OF LOS AN\ELES COLNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS AN\ELES:

	Rates	Fringes
SPRINKLER FITTER.....	$ 50.79	29.80

-------SFCA0709-005 09/01/2025

THE CITY OF POMOMA, CATALINA ISLAND, AND THAT PART OF LOSAN\ELES COLNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOSAN\ELES:

	Rates	Fringes

SPRINKLER FITTER (Fire) . . . . . $ 58.60 33.65

-------SHEE0105-002 01/01/2025

LOS AN\ELES (South of a straight line between \orma
n and Big Pines including Catalina Island)

	Rates	Fringes
SHEET METAL WORKER		
(1) Light Commercial: Work on general sheet metal and heating and AC up to 4000 sq ft.	$ 35.57	10.63
(2) Modernization :		
Excluding New Construction		
- Lnder 5000 sq. ft.	Does not include modification, upgrades, energy	

management, or

conservation
improvements of c
entral heating an
d AC

equpment. . . . . $ 34.17 10.86

-------SHEE0105-003 01/01/2025

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines) and Catalina Island, INYO, KERN (Northeast part, East

of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.	$ 59.31	30.43
(2) Industrial work including air pollution con trol systems, n oise abatement, hand rails, gua rd rails, exclu ding aritechtural sh eet metal work, excluding A-C, heating, ventilating systems for human comfort. . .	$ 56.95	30.04

-------SHEE0105-004 07/01/2023

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.	$ 45.98	29.24

-------TEAM0011-002 07/01/2025

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.	$ 41.59	35.69
GROUP 2.	$ 41.74	35.69
GROUP 3.	$ 41.87	35.69
GROUP 4.	$ 42.06	35.69
GROUP 5.	$ 42.09	35.69
GROUP 6.	$ 42.12	35.69

GROUP 7.....	$ 42.37	35.69
GROUP 8.....	$ 42.62	35.69
GROUP 9.....	$ 42.82	35.69
GROUP 10.....	$ 43.12	35.69
GROUP 11.....	$ 43.62	35.69
GROUP 12.....	$ 44.05	35.69

WORK ON ALL MILITARY BASESB

PREMIUM PAYB $3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps

Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception,

Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1B Truck driver

GROUP 2B Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy

equipment permit load; Truck mounted broom

GROUP 3B Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; D

GROUP 4B Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5B Water truck, 3 or more axles; Truck greaser and tire

person ($0 50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work;

Slurry truck driver

GROUP 6& Transit mix truck, 3 yds or more; Dumpcrete truck, 6-1/2 yds water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds to 25 yds water level

GROUP 7& A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8& Dump truck, 25 yds to 49 yds water level; Truck repair person; Water pull - single engine; Welder

GROUP 9& Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10& Dump truck - 50 yds or more water level; Water pull - single engine with attachment

GROUP 11& Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1 25 additional

when operating winch or similar special attachments

GROUP 12& Boom Truck 17K and above

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

<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

f\ote& 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

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

https& //www dol gov/agencies/whd/government- contracts

f\ote& Executive Order 13658 generally applies to contracts

subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been

renewed or extended on or after January 30, 2022 Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded If a contract is subject to Executive Order 13658, the

contractor must pay all covered workers at least $13 30 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 2025 The applicable Executive Order

minimum wage rate will be adjusted annually Additional

information on contractor requirements and worker protections under Executive Order 13658 is available at

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 (29 CFR 5 5 (a) (1) (iii))

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the

type(s) of construction and geographic area covered by the wage determination The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey

rate, a weighted union average rate, a state adopted rate, or a

supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"",""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example&

PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WH0 in the rates

in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE&

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio.

The next number, 0010 in the example, is an internal number

used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the

collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this

classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates

reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example& SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union

prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the

year of the 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. The date,

6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey

is conducted. However, the Wage and Hour 0ivision (WH0) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and

prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example& SAME2023-007

01/03/2024. SA reflects that the rates are state adopted. ME

refers to the State of Maine. 2023 is the year during which the

state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination.

The date, 01/03/2024 in the example, reflects the date on which the cla ssifications and rates under the ?SA? identifier took

effect under state law in the state from which the rates were adop ted.

----------WAGE 0ETERMINATI

ON APPEALS PROCESS

) Has there been an initial decision in the matter? This can be&
) a survey underlying a wage determination

) an existing published wage determination
(an initial WHD letter setting forth a position on a wa
ge determination matter
* an initial conformance (additional classification and rate)
determination

On survey related matters, initial contact, including requests for summaries
of surveys, should be directed to the WHD Branch of Wage Surveys.
Requests can be submitted via email to

davisbaconinfo@dol.gov or by mail to%

Branch of Wage Sur
veys Wage and Hou
r Division

U.S. Department of Labor

200 Constitution Avenue, N.
W. Washington, DC 20210

Regarding any other wage determination matter such as

conformance decisions, requests for initial decisions should be

directed to the WHD Branch of Construction Wage Determinations. Req
uests can be submitted via email to BCWD-Office@dol.gov or by mai
l 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 an initial decision has been issued, then any interested party (th
ose affected by the action) that disagrees with the

decision can request review and reconsideration from the Wage and
Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Requests for review and reconsideration can be submitted via email
to dba.reconsideration@dol.gov or by mail 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 inter
ested party6s position and any information (wage payment data, proj
ect description, area practice material, etc.) that the requestor consid
ers relevant to the issue.

3 If the decision of the Administrator is not favorable, an interes
ted 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.

9999999999999999999999999999999999999999999999999999999999999999999999

END OF GENERAL DECISION"

DESIGN BUILD SPECIFICATIONS

4.22 GENDER

Wherever the masculine gender is used in the solicitation and contract documents, it shall be considered to include both masculine and feminine.

4.23 CONTRACTOR'S COST BREAKDOWN

Within 30 calendar days of receipt of notice of contract award, the Contractor shall submit to the Resident Engineer a contractor's cost breakdown based on the specification sections listed in the Specifications Table of Contents for Divisions 2 through 16. All elements of overhead and profit shall be uniformly prorated to the specification section cost. This requirement is in addition to cost data to be submitted in accordance with Section 01311, NETWORK ANALYSIS SYSTEM, and article titled, PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS.

4.24 SCHEDULE OF PAYMENTS FOR DESIGN SERVICES

Final Payment: Upon completion of the final inspection and acceptance of the project by the Government, delivery to the Government of the final record drawings and specifications, design details, calculations, shop drawings and executed Release of Claims (attachment I),the Contractor shall be paid the unpaid balance due for all phases of design work under this contract. An amount equal to five (5) percent of the design services cost shown on the schedule of payments shall be retained until VA acceptance of the record drawings.

4.25 OWNERSHIP OF ORIGINAL DOCUMENTS

All designs, drawings, specifications, notes, and other work developed in the performance of this contract shall be and remain the sole property of the Government and may be used on any other work without additional compensation to the Contractor. With respect thereto, the Contractor agrees not to asset any rights and to establish any claim under the design patent or copyright laws. The Contractor, for a period of 3 years after completion of the project, agrees to furnish and provide access to all retained materials on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all such materials beyond such period.

4.26 RETENTION OF REVIEW DOCUMENTS

The Contractor shall keep one copy of all review documents containing VA remarks until final completion of the construction contract and a release of claims is signed unless, before that time, the VA directs the Contractor to forward certain documents to the Government. The VA will notify the Contractor in writing after the release of claims is finalized after which time the Contractor may dispose of such documents that remain in its possession.

4.27 CONTRACT DRAWINGS AND SPECIFICATIONS GOVERNMENT FURNISHED PLANNING INFORMATION

(a) Master Plan Requirements: The requirements of the master plan for the project as depicted by the preliminary drawings shall be followed in the development and preparation of the Contract Drawings and Specification. Deviations may be made in functional relationship and general size or configuration of the building and rooms as established by the preliminary plans only upon written approval of the Contracting Officer. The architectural preliminary drawings are dimensioned to establish the building size and gross area, including the exterior walls, or the medical facility.

(b) Standards: The Contractor shall follow specifications included in the RFP (Request for Proposal) in preparing the Contract Drawings and Specifications for the project. However, should the Contractor determine that a deviation from such standards and specifications is necessary or beneficial to the Government, he shall submit a request in writing to the Contracting Officer for permission to make the deviation. The request shall include an explanation of the specific reasons for the desired change and benefits expected.

(c) Verify Accuracy of Planning Information: The Contractor shall visit the project site of verify the information shown on the Government-Furnished preliminary drawings and other planning documents which are part of this contract. This information is the best available but the Government does not guarantee its accuracy or completeness.

(d) Discrepancies in Planning Information: The Contractor shall promptly report to the Contracting Officer in writing any discrepancy between this contract and the planning information provided by the Government. The Contractor shall make no adjustments to his work due to the discrepancy before the Contracting Officer has reviewed the matter and forwarded this determination to the Contractor. The Contractor's failure to report any such discrepancy or to wait for the Contracting Officer's determination shall be at his risk and expense.

4.28 COORDINATION WITH MEDICAL CENTER

Before starting any work on the Veterans Administration Medical Center, the Contractor shall consult with the Resident Engineer and secure his permission to start the work. The Contractor shall perform the work within the parameters established by the Resident Engineer Contractor shall not interfere with the normal functioning of the Medical Center.

4.29 RESPONSIBILITY OF THE DESIGN-BUILD CONTRACTOR

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising our of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services furnished under this contract.

(c) The right and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.