

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	36C10F26R0085	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	10-07-2026	1 117

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

4. CONTRACT NUMBER TBD	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER 657-507
7. ISSUED BY Department of Veterans Affairs Office of Construction and Facilities Management (00CFM3B) 1800 G St NW Washington DC 20226	CODE 003C4	8. ADDRESS OFFER TO See Block 7
9. FOR INFORMATION CALL:	a. NAME Charles Boswell	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) 202-431-6522

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)

Design-Bid-Build Construction for Project Number 657-507, FCA Correct Seismic Deficiencies B14 located on the grounds of the VA Medical Center (VAMC) in Marion, IL.

This solicitation is being issued as a Design-Bid-Build procurement (Reference Revolutionary FAR Overhaul Subparts 36.1 and 36.2). One Firm-Fixed-Price (FFP) contract will be awarded.

This is a 100% Service-Disabled Veteran-Owned (SDVOSB) set-aside acquisition utilizing NAICS code 236220 with a size standard of \$45M. In accordance with VAAR 836.204, the estimated magnitude of construction for this project (2) Between \$20,000,000 and \$50,000,000.

SEE PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS, BASIS OF AWARD, AND EVALUATION CRITERIA

A Site Visit will be held at 10am local time on 20 OCT 2026 for Building 14.

Request for Information Due Date: 1 pm Eastern on 30 OCT 2026.

Proposal Due Date: 1 pm Eastern on 06 NOV 2026.

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>730</u> calendar days after receiving ☐ award, ☒ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. (See <u>52.211-10</u>).	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) ☒ YES ☐ NO	12b. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 13:00 EST (hour) local time 11-06-2026 (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.
- An offer guarantee ☒ is, ☐ is not required.
- All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- Offers providing less than 90 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
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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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) ()
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26. ADMINISTERED BY Department of Veterans Affairs Office of Construction and Facilities Management 1800 G St., NW Washington DC 20006	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:
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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.
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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

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A.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASE: New Boiler Plant and maintenance spaces; and steam tunnel system that will connect to the existing site distribution. Work includes general construction, alterations, roads, walks, grading, drainage, steam plant and equipment, walkable steam tunnel and connection to existing steam distribution, startup and commissioning necessary removal of existing structures and construction and certain other items. Deductive Design Alternatives per SOW: 1. Deletion of asphalt replacement on East Periphery Drive \$ _____ 2. Removal of maintenance garage and shop space addition to new plant. \$ _____	1.00	JB		
GRAND TOTAL					

A.4 DELIVERY SCHEDULE

ITEM NUMBER	SHIPPING INFORMATION	QUANTITY	DELIVERY DATE
0001		1.00	

STATEMENT OF WORK

Project Title: 657-507, FCA Correct Seismic Deficiencies B14

Statement of Work

The contractor shall provide all planning, labor, materials, equipment, supervision and expertise required for the complete construction of the new boiler plant (Building 14) as well as the demolition and removal of the existing plant, both of which reside on the grounds of the VA Medical Center (VAMC) in Marion, IL. The contractor shall refer to the *Project #657-507, Correct Seismic Deficiencies B14* plans and specifications for details on all requirements of construction. All work will be performed in accordance with this SOW, the project documents as well as all applicable local, State, Federal and VA codes and standards.

Design Alternates

The project documents contain accommodations for (2) deductive plan alternates. These include;

1. Deletion of asphalt replacement on East Periphery Drive
2. Removal of maintenance garage and shop space addition to new plant.

Performance Period and Operational Constraints

The contractor shall complete the work required under this Statement of Work (SOW) within 24 months (730 calendar days) from the Notice to Proceed (NTP). All work is to be performed during normal working hours (7:00 am to 4:30 pm, Monday-Friday) unless approved in writing by the Marion VAMC Engineering Service. Work at the government site shall not take place on Federal holidays unless directed by the Contracting Officer. This contract requires phasing of the work in accordance with the project plans and specifications. The General Contractor's employees shall not enter the project site without appropriate authorization from the VAMC Engineering Service (up to and including the issuing of security badging via the Marion VAMC Police Department). The contractors and all their staff shall sign-in/out at a location to be determined by VA Engineering staff each day upon arrival/departure from the VA campus. Contractor shall refer to the section below titled *Deliverable(s)* as well as the project plans and specifications for additional constraints and requirements.

Task(s)

This project shall include the following construction items (this list is generalized and shall not be considered all-inclusive nor perfectly sequenced):

1. The establishment of the new building's site. The new site is approximately 0.7 acres in size. It includes cut and fill earthwork operations as well as the construction of a parking lot, security fencing and vehicle gates, an exterior fuel oil tank yard, site utility modifications (including water, electrical, telecommunications, sanitary sewer, storm sewer, natural gas and steam), roadway realignment and steam tunnel modification/construction.
2. The construction of the new plant building itself. The new plant building is approximately 10,310 sf over three floors (including a basement level) and is supported on an augercast pile and grade beam foundation system. The building structure consists of a combined structural steel, buckling-restrained, braced building frame system with independent reinforced masonry walls, concrete slab-on-grade floors and concrete slab on metal deck roof.
3. The installation of all of the new building's systems (mechanical, HVAC, electrical, telecommunications/data, plumbing, fire protection). The new plant will house (3) new 250 HP gas-fired, firetube boilers with fuel oil backup and storage system. The scope of work will also include the installation of various climate control systems, fuel oil polishing systems, electrical systems (including a diesel generator and both medium and low voltage power distribution), new plumbing systems (including a pumping and monitoring system for the campus water tower), new control and IT systems as well as new fire protection systems (including both sprinklers and fire alarms).
4. The startup and commissioning of all new plant systems.
5. The cutover of all utility services from the existing plant to the new.
6. The demolition of the existing plant building. The project will conclude with the teardown and haulaway of the existing boiler plant as well as the re-establishment of the existing plant's footprint to green space. The existing plant is approximately 6,200 sf divided over several levels (including a basement) and was constructed in 1940. It's original structure consisted of unreinforced, clay masonry walls with structural steel truss and beam roof supports and cast concrete roof and floor decks. The original structure was retrofitted in the late 1980's to add seismic resilience to the building. This retrofit added a reinforced concrete shell over the outside of the exterior walls and provided new connections from this shell to the various floor and roof decks. Naturally, the existing plant also contains the current plant boiler system as well as mechanical, electrical, telecommunications/data, plumbing and fire protection systems which will also be demolished by the project. The demolition work will also require mitigation of hazardous construction materials.

Deliverable(s)

The Contractor shall:

1. Prior to the commencement of any construction activity, submit a construction schedule to the CO/COR. The schedule shall be approved in writing by the CO/COR before to the start of work.
2. Prior to the ordering of any equipment or materials, submit shop drawings to both the AE and the CO/COR in accordance with the specifications and submittal register. All shop drawings shall be approved by the AE and the CO/COR before any procurement begins. Anything ordered ahead of an approved submittal will be at the contractor's own liability and not subject to guaranteed payment/reimbursement by the Government.
3. Prior to the commencement of any construction activity, submit a Contractor Accident Prevention (APP) Plan in accordance with the specifications. This shall include Activity Hazard Analyses (AHA's) in advance of any work which may pose a particularly significant hazard to Contractor or subcontractor employees, VA staff or facilities or patient care operations.
4. Prior to the commencement of any construction activity, submit a Contractor Quality Control (CQC) Plan in accordance with the specifications.
5. After the start of construction, attend a daily meeting with the COR to discuss progress, upcoming work/needs and issues faced on the project. An email covering the items discussed at each daily shall be provided to the CO and COR after the conclusion of the meeting.
6. After the start of construction, provide a daily report of construction-related details to the COR. The report shall be in the form of VA 6131 / OMB No. 2900-0208 or an equivalent approved by the COR.
7. After the start of construction, submit written requests for shutdowns, interruptions and outages to the COR at least (21) days in advance of need. These requests shall apply to any required shutdown, interruption or outage of any campus utility, surface feature, building/space or campus amenity to facilitate the project work. No shutdown shall ever proceed without prior written approval from the COR. Contractor shall refer to the project specifications for more information.
8. After the start of construction, submit permit requests (as needed) to the COR for all required "hot work". Examples of "hot work" are; welding, soldering, brazing, grinding, torch-cutting or any other work which is capable of producing sparks or flame. The hot work permit request template will be provided to the Contractor by the COR prior to the start of work. Hot work without an approved permit is prohibited.
9. After the start of construction, submit "lift plans" (as needed) to the COR for all required crane or hoisting work at least (21) days in advance of need. The "lift plan" template will be provided to the Contractor by the COR prior to the start of work. Working with elevated loads without an approved lift plan is prohibited.

10. After the start of construction, submit confined space entry permit requests (as needed) to the COR for all required confined space entry work at least (21) days in advance of need. The entry permit template will be provided to the Contractor by the COR prior to the start of work. Working in confined spaces without an approved permit is prohibited.
11. Submit a written request to conduct a final project walkthrough at least (14) days before the proposed inspection date.
12. Submit final “redlines” and plan markups for all field-administered changes to the AE for the purpose of as-built/record drawing generation in accordance with the specifications.
13. Submit all maintenance and operations information (model numbers, serial numbers, owner’s manuals, wiring diagrams, etc.) for all equipment installed prior to project closeout in accordance with the specifications. Information shall include all warranty details.
14. Submit all deliverables which are required by the contract, plans or specifications, but not specifically identified within this list.

Requirements of the Project:

Replacement of Existing Boiler Plant (Building 14) In Accordance With

Drawings: *GI001 – VA Cover Sheet*

GI002 – General Notes and Phasing

G100 – Code Data

CS100 – Demolition Plan

CS101 – Overall Site Plan

CS102 – Dimensioned Control and Fire Lane Plan

CS200 – Grading Plan

CS201 – Drainage Plan

CS202 – Drainage Area Map

CS203 – Detailed Site Drainage Plan

CS300 – Utility Plan

CS301 – Steam Tunnel Plan and Profile

CS400 – SWPPP Plan

CS500 – Details (1 of 4)

CS501 – Details (2 of 4)

CS502 – Details (3 of 4)

CS503 – Details (4 of 4)

AS101 – Architectural Site Plan

AD101 – Demolition Plan

A001 – Wall Types

A100 – Basement Plan

A101-D – First Floor – Dimension Plan

A101-N – First Floor – Note Plan

A102 – Mezzanine Plan

A103 – Roof Plan

A104 – Deduct Alternate Plan

A121 – Reflected Ceiling Plan

A201 – Exterior Elevations

A202 – Exterior Elevations – Fuel Yard

A301 – Building Sections

A311 – Wall Sections

A312 – Wall Sections

A321 – Stair Plans and Details

A601 – Door Schedule and Details

A602 – Window Details

AF101-F – Floor Finish Plans

AF101-W – Wall Finish Plans

AF601 – Finish Schedule and Finish Details

AI101 – Equipment and Signage Plan

AI401 – Interior Elevations and Casework Details

S-000 – General Notes, Abbreviations and Legend

SA011 – Special Inspections

SS101 – Structural Site Plan and Details

SS102 – Enlarged Structural Site Plan and Details

SS103 – Enlarged Structural Site Details

SB101 – Basement Foundation Plan

SB102 – First Floor Foundation and Framing Plan

SB103 – Stair Plans

SB301 – Foundation Sections and Details

SB302 – Foundation Sections and Details

SB303 – Foundation Sections and Details

SB304 – Foundation Sections and Details

SB305 – Foundation Sections and Details

SF101 – Mezzanine and Low Roof Framing Plan

SF102 – High Roof and Stair Tower Roof Framing Plan

SF201 – Brace Frame Elevations

SF202 – Brace Frame Elevations

SF203 – Brace Frame Elevations

SF204 – Wall Elevations

SF205 – Wall Elevations

SF206 – Wall Elevations

SF207 – Wall Elevations

SF208 – Wall Elevations

SF501 – Framing Sections and Details

SF502 – Framing Sections and Details

SF503 – Framing Sections and Details

SF504 – Framing Sections and Details

SF601 – Steel Column, Base Plate and Anchor Bolt Schedule

FA001 – Fire Alarm Abbreviations, Legend, and General Notes

FA101 – Floor Plan – Fire Alarm – New Work

FA501 – Fire Alarm Details

FX001 – Fire Supression Abbreviations, Legend, and General Notes

FX101 – Fire Supression Floor Plans

FX301 – Fire Supression Sections

FP501 – Fire Supression Details

P-001 – Plumbing Notes, Legends & Symbols

PD101 – Floor Plan – Plumbing – Demolition

PS-101 – Basement and First Floor Plan – Plumbing Gravity – New Work

PS-102 – Roof Plan – Plumbing Gravity – New Work

PP-101 – Basement and First Floor Plan – Plumbing Pressure – New Work

PP-102 – Roof Plan – Plumbing Pressure – New Work

P-401 – Plumbing Enlarged Plans

P-501 – Plumbing Details I

P-502 – Plumbing Details II

P-503 – Plumbing Details III

P-601 – Plumbing Isometrics

P-801 – Plumbing Schedules

M-001 – Mechanical Notes, Legends & Symbols

MS101 – Site Plan – Mechanical – New Work

MS102 – Site Section – Mechanical – New Work

MD001 – B14 – Pump Room/Boiler Rm Plan – Mechanical – Demolition

MD002 – B14 – DA Mezzanine/Upper Boiler Rm Plan – Mechanical - Demolition

MD003 – B14 – Steam Header Platform Plan – Mechanical – Demolition

MD004 – B14 – Roof Plan – Mechanical – Demolition

MD005 – B14 – Site Plan – Mechanical – Demolition

MD601 – B14 – Steam Generation Flow Diagram – Boiler Room – Demolition

MD602 – B14 – Steam Generation Flow Diagram – Pump Room – Demolition

MD603 – B14 – Natural Gas and No. 2 Fuel Oil – Modifications – Demolition

MP100 – Basement Plan – Mechanical Piping – New Work

MP101 – Floor Plan – Mechanical Piping – New Work

MP102 – Mezzanine – Mechanical Piping – New Work

MH100 – Boiler Floor Plan – Mechanical HVAC – New Work

MH101 – First Floor Plan – Mechanical HVAC – New Work

MH102 – Mezzanine and Support Roof Plan – Mechanical HVAC – New Work

MH103 – Roof Plan – Mechanical HVAC – New Work

M-301 – Mechanical Sections

M-302 – Mechanical Sections

M-303 – Mechanical Sections

M-401 – Mechanical Enlarged Plans

M-402 – Fuel Yard Part Plans – New Work

M-403 – Utility Tunnel Part Plans – New Work

M-404 – Utility Tunnel Part Plans and Sections – New Work

M-405 – Deaerator Part Plans and Sections – New Work

M-501 – Mechanical Details

M-502 – Mechanical Details

M-503 – Mechanical Details

M-504 – Mechanical Details

M-505 – Mechanical Details

M-506 – Mechanical Details

MI601 – Mechanical Instrumentation – System Diagram

MI602 – Mechanical Instrumentation – Control System Architecture

MI603 – Mechanical Instrumentation – Gas Detection System

MI604 – Mechanical Instrumentation – Boiler Plant Ventilation

MI605 – Mechanical Instrumentation – Steam To HHW

MI606 – Mechanical Instrumentation – AHU-01

MI607 – Mechanical Instrumentation – Generator Room Ventilation

MI608 – Mechanical Instrumentation – Water Tower Pumps

MI609 – Mechanical Instrumentation – Steam System

MI610 – Mechanical Instrumentation – Condensate System

MI611 – Mechanical Instrumentation – Deaerator

MI612 – Mechanical Instrumentation – Feedwater Pump System

MI613 – Mechanical Instrumentation – Boiler Blowdown System

MI614 – Mechanical Instrumentation – Water Treatment System

MI615 – Mechanical Instrumentation – Softened Water System

MI616A – Mechanical Instrumentation – Fuel Oil System

MI616B – Mechanical Instrumentation – Fuel Oil System Logic & I/O Summary

MI617A – Mechanical Instrumentation – Boiler Trim and Train

MI617B – Mechanical Instrumentation – Boiler Logic & I/O Summary

MI618 – Mechanical Instrumentation – Natural Gas System

MI619 – Mechanical Instrumentation – Sampling Sink

MI620 – Mechanical Instrumentation – Miscellaneous Instrumentation Systems

M-801 – Mechanical Schedules – Steam

M-802 – Mechanical Schedules – HVAC

E-001 – Electrical Legends & Symbols

E-002 – Electrical General Notes

E-100 – Electrical Site Plans

E-101 – Electrical Site Plans

ED101 – Floor Plan – Electrical Equipment – Demolition

EL100 – Basement Floor Plan – Lighting – New Work

EL101 – Floor Plan – Lighting – New Work

EL102 – Mezzanine Floor Plan – Lighting – New Work

EP100 – Basement Floor Plan – Electrical Equipment – New Work

EP101 – First Floor Plan – Electrical Equipment – New Work

EP102 – Mezzanine Floor Plan – Electrical Equipment – New Work

EP103 – Roof Plan – Electrical Equipment – New Work

E-401 – Electrical Enlarged Plans

E-402 – Utility Tunnel Parts Plan – New Work

E-501 – Electrical Details

E-502 – Electrical Details

E-601 – Electrical Diagrams

E-602 – Electrical Diagrams

E-603 – Electrical Diagrams

E-801 – Electrical Schedules

E-802 – Electrical Panel Schedules

E-803 – Electrical Panel Schedules

T-001 – Technology Legend, Abbreviations, & General Notes

TD101 – B14 Boiler Room – Telecommunications – Demolition

T-100 – Overall Technology Site Plan

T-101 – Site Section – Technology – New Work

T-102 – Site Plan – Perimeter Fence – Technology

TA101 – Floor Plan – AV/PA – New Work

TN100 – Basement Floor Plan – Data/Access Control/SSTV – New Work

TN101 – Floor Plan – Data/Access Control/SSTV – New Work

T-401 – Technology Enlarged Plans

T-501 – Technology – Details

T-502 – Technology – Details

T-601 – Technology Diagrams

(178) Sheets in total

Specifications: 01 00 00 – General Requirements

01 32 16.15 – Project Schedules

01 33 23 – Shop Drawings, Product Data and Samples

01 35 26 – Safety Requirements for Major Projects

01 42 19 – Reference Standards

01 45 00 – Quality Control

01 45 29 – Testing Laboratory Services

01 45 35 – Special Inspections

01 57 19 – Temporary Environmental Controls

01 74 19 – Construction Waste Management

01 81 13 – Sustainable Construction Requirements

01 91 00 – General Commissioning Requirements

02 21 13 – Site Surveys

02 41 00 – Demolition

02 82 11 – Traditional Asbestos Abatement

02 82 13.41 – Asbestos Abatement for Total Demolition Project

02 83 33.13 – Lead-Based Paint Removal and Disposal

03 30 00 – Cast-In-Place Concrete

04 05 13 – Masonry Mortaring

04 05 16 – Masonry Grouting

04 20 00 – Unit Masonry

05 12 00 – Structural Steel Framing

05 12 50 – Buckling Restrained Braces

05 31 00 – Steel Decking

05 36 00 – Composite Metal Decking

05 40 00 – Cold-Formed Metal Framing

05 51 00 – Metal Stairs

06 10 00 – Rough Carpentry

06 41 16 – Plastic Laminate Clad Architectural Cabinets

07 11 13 – Bituminous Dampproofing

07 12 00 – Built-Up Bituminous Waterproofing

07 13 00 – Sheet Waterproofing

07 13 52 – Modified Bituminous Sheet Waterproofing

07 21 13 – Thermal Insulation

07 22 00 – Roof and Deck Insulation

07 24 00 – Exterior Insulation and Finish Systems

07 27 26 – Fluid-Applied Membrane Air Barrier, Vapor Permeable

07 54 23 – Thermoplastic Polyolefin (TPO) Roofing

07 60 00 – Flashing and Sheet Metal

07 71 00 – Roof Specialties

07 72 00 – Roof Accessories

07 81 00 – Applied Fireproofing

07 84 00 - Firestopping

07 92 00 – Joint Sealants

07 95 13 – Expansion Joint Cover Assemblies

08 11 13 – Hollow Metal Doors and Frames

08 31 13 – Access Doors and Frames

08 33 00 – Coiling Doors and Grilles

08 41 13 – Aluminum-Framed Entrances and Storefronts

08 44 13 – Glazed Aluminum Curtain Walls

08 56 53 – Blast Resistant Windows

08 71 00 – Door Hardware

08 80 00 – Glazing

08 90 00 – Louvers and Vents

09 05 16 – Subsurface Preparation for Floor Finishes

09 22 16 – Non Structural Metal Framing

09 29 00 – Gypsum Board

09 51 00 – Acoustical Ceiling

09 65 13 – Resilient Base and Accessories

09 67 23.60 – Resinous Urethane and Epoxy Mortar Flooring

09 91 00 – Painting

10 14 00 – Signage

10 21 16 – Shower and Dressing Compartments

10 26 00 – Wall and Door Protection

10 28 00 – Toilet, Bath and Laundry Accessories

10 44 13 – Fire Extinguisher Cabinets

10 51 13 – Metal Lockers

11 05 01 – Owner Furnished / Contractor Installed Equipment

12 31 00 – Manufactured Metal Casework

12 36 00 – Countertops

13 05 41 – Seismic Restraint Requirements for Non-Structural Components

14 45 00 – Vehicle Lifts

21 13 13 – Wet-Pipe Sprinkler Systems

22 05 11 – Common Work Results for Plumbing

22 05 12 – General Motor Requirements for Plumbing Equipment

22 05 19 – Meters and Gages for Plumbing Piping

22 05 23 – General-Duty Valves Plumbing Piping

22 07 11 – Plumbing Insulation

22 08 00 – Commissioning of Plumbing Systems

22 11 00 – Facility Water Distribution

22 11 23 – Domestic Water Pumps

22 13 00 – Facility Sanitary and Vent Piping

22 13 23 – Sanitary Waste Interceptors

22 13 29.13 – Wet-Pit Mounted, Vertical Sewerage Pumps

22 14 00 – Facility Storm Drainage

22 14 29 – Sump Pumps

22 15 00 – General Service Compressed-Air Systems

22 31 11 – Water Softeners

22 34 00 – Fuel-Fired Domestic Water Heaters

22 40 00 – Plumbing Fixtures

23 05 10 – Common Work Results for Boiler Plant and Steam Generation

23 05 11 – Common Work Results for HVAC

23 05 12 – General Motor Requirements for HVAC and Steam Generation

23 05 41 – Noise and Vibration Control for HVAC Piping and Equipment

23 05 51 – Noise and Vibration Control for Boiler Plant

23 05 93 – Testing, Adjusting and Balancing for HVAC

23 07 11 – HVAC and Boiler Plant Insulation

23 08 00 – Commissioning of HVAC Systems

23 08 11 – Demonstration and Tests for Boiler Plant

23 09 11 – Instrumentation and Control for Boiler Plant

23 09 23 – Direct-Digital Control System for HVAC

23 10 00 – Facility Fuel Systems

23 11 23 – Facility Natural-Gas Piping

23 21 11 – Boiler Plant Piping Systems

23 21 13 – Hydronic Piping

23 21 23 – Hydronic Pumps

23 22 13 – Steam and Condensate Heating Piping

23 22 23 – Steam Condensate Pumps

23 23 00 – Refrigerant Piping

23 25 00 – HVAC Water Treatment

23 31 00 – HVAC Duct and Casings

23 34 00 – HVAC Fans

23 36 00 – Air Terminal Units

23 37 00 – Air Outlets and Inlets

23 40 00 – HVAC Air Cleaning Devices

23 50 11 – Boiler Plant Mechanical Equipment

23 51 00 – Breechings, Chimneys and Stacks

23 52 39 – Fire Tube Boilers

23 73 00 – Indoor Central-Station Air-Handling Units

23 81 00 – Decentralized Unitary HVAC Equipment

23 82 16 – Air Coils

26 05 11 – Requirements for Electrical Installations

26 05 13 – Medium-Voltage Cables

26 05 19 – Low Voltage Electrical Power Conductors and Cables

26 05 26 – Grounding and Bonding for Electrical Systems

26 05 33 – Raceway and Boxes for Electrical Systems

26 05 41 – Underground Electrical Construction

26 05 73 – Overcurrent Protective Device Coordination Study

26 08 00 – Commissioning of Electrical Systems

26 09 23 – Lighting Controls

26 11 16 – Secondary Unit Substations

26 13 16 – Medium-Voltage Fusible Interrupter Switches

26 22 00 – Low-Voltage Transformers

26 24 13 – Distribution Switchboards

26 24 16 – Panelboards

26 27 26 – Wiring Devices

26 29 11 – Motor Controllers

26 29 21 – Enclosed Switches and Circuit Breakers

26 32 13 – Engine Generators

26 36 23 – Automatic Transfer Switches

26 41 00 – Facility Lightning Protection

26 43 13 – Surge Protective Devices

26 51 00 – Interior Lighting

26 56 00 – Exterior Lighting

27 05 11 – Requirements for Communications Installations

27 05 26 – Grounding and Bonding for Communications Systems

27 05 33 – Raceways and Boxes for Communications Systems

27 08 00 – Commissioning of Communications Systems

27 10 00 – Control, Communication and Signal Wiring

27 11 00 – Telecommunications Room Fittings

27 15 00 – Communications Structured Cabling

27 51 16 – Public Address and Mass Notification Systems

28 05 13 – Conductors and Cables for Electronic Safety and Security

28 05 26 – Grounding and Bonding for Electronic Safety and Security

28 05 28.33 – Conduits and Backboxes for Electronic Safety and Security

28 08 00 – Commissioning of Electronic Safety and Security Systems

28 13 00 – Physical Access Control System

28 23 00 – Video Surveillance

28 31 00 – Fire Detection and Alarm

31 20 00 – Earthwork

31 63 16 – Auger Cast Grout Piles

32 05 23 – Cement and Concrete for Exterior Improvements

32 12 16 – Asphalt Paving

32 17 23 – Pavement Markings

32 31 00 – Cantilever Slide Gate

33 10 00 – Water Utilities

33 30 00 – Sanitary Sewer Utilities

33 40 00 – Storm Sewer Utilities

33 63 00 – Steam Energy Distribution

Schedule for Deliverable

If, for any reason, any deliverable cannot be provided within the scheduled time frame the contractor is required to notify the contracting Officer and the COR in writing immediately. This should include a firm commitment of when the work shall be completed. This notice to the Contracting Officer shall cite the reasons for the delay, and the impact on the overall project. The Contracting Officer will then review the facts and issue a response in accordance with applicable regulations.

References

All contractor work, methods, materials, installation and testing shall conform to the latest approved editions of these documents and standards as well as any other applicable VA regulations not specifically listed here. In cases where the standards may differ from one another, the more stringent shall apply.

- Design documentation for Project 657-507, Correct Seismic Deficiencies B14, including both plans and specifications
- The Infection Control Risk Assessment (ICRA) completed for this project
- The Pre-Construction Risk Assessment (PCRA) completed for this project
- VA's Design and Construction Procedures (PG-18-3)
- 29 CFR 1926 – Occupational Safety and Health Administration (OSHA) Code
- NFPA 70 – National Electric Code (NEC)
- NFPA 101 – Life Safety Code
- VA Barrier Free Architectural Accessibility Standard (PG-18-13)
- VA Environmental Compliance Manual (PG-18-17)
- VA H-18-8 Seismic Design Handbook
- VA PG-18-10 Design Manuals (including but not necessarily limited to)
 - Architectural
 - Electrical
 - Fire Protection
 - HVAC

- Physical Security and Resiliency
 - Plumbing
 - Site
 - Steam, Heating Hot Water and Outside Distribution Systems Design Manual, Volume 1 – Steam Boilers
 - Steam, Heating Hot Water and Outside Distribution Systems Design Manual, Volume 2 – Water Boilers
 - Steam, Heating Hot Water and Outside Distribution Systems Design Manual, Volume 3 – Distribution Systems
 - Structural
 - Sustainable Design
 - Telecom and Special Telecom Systems
- VA PG-18-12 Office of Information and Technology Design Guide
 - VA Infrastructure Standard for Telecommunications Spaces (ISTS)
 - VHA Boiler and Associated Plant Safety Device Testing Manual, 8th Edition
 - The International Building Code (IBC)
 - The International Mechanical Code (IMC)
 - The International Plumbing Code (IPC)

INFORMATION REGARDING BIDDING MATERIAL, BID GUARANTEE AND BONDS

PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS, BASIS OF AWARD, AND EVALUATION CRITERIA

A. DESCRIPTION OF WORK

- a. This Request for Proposal (RFP) solicits for a single Firm-Fixed-Price (FFP) Contract to complete construction of the new boiler plant at the VA Medical Center (VAMC) in Marion, IL.
- b. The contractor shall provide all planning, labor, materials, equipment, supervision and expertise required for the complete construction of the new boiler plant (Building 14) as well as the demolition and removal of the existing plant, both of which reside on the grounds of the VA Medical Center (VAMC) in Marion, IL. The contractor shall refer to

the Project #657-507, Correct Seismic Deficiencies B14 plans and specifications for details on all requirements of construction. All work will be performed in accordance with this SOW, the project documents as well as all applicable local, State, Federal and VA codes and standards.

B. GENERAL INSTRUCTIONS

- a. This requirement will be advertised for 100% Service-Disabled Veteran-Owned Small Business (SDVOSB) competition; any legally organized firm may submit a proposal. Offerors submitting as a joint venture must provide the agreement forming the joint venture.
- b. All proposals shall be submitted electronically, **except for the Bid Bond**.
- c. All submissions shall be in Adobe PDF format. Offerors may use compressions utility software such as WinZip or PKZip to reduce file size and facilitate transmission.
- d. Title the file(s) in the following format:
 - i. 36C10F26R0085_COMPANY NAME_ VOLUME I
 - ii. 36C10F26R0085_COMPANY NAME_ VOLUME II
 - iii. Submit proposals electronically via email to the following:
003C4C.acquisitions@va.gov
- e. SUBMITTAL OF OFFERS:
 - i. Offerors submitting proposals for this project should limit submissions to data essential for evaluation of proposals in preparing information required herein. However, in order to be effectively and equitably evaluated, the proposals must include information sufficiently detailed to clearly describe the Offeror's experience and capability, past performance, and use of small business necessary for successful completion of the project. Requirements stated in this RFP are minimums.
 - ii. The Offeror's conformance with the specified format, submission requirements, and the Offeror's attention to detail will be considered during the technical evaluation and trade-off. Material omission(s) may result in a deficiency, which may cause the technical proposal to be rejected as unacceptable.
 - iii. Technical proposals that do not provide the specified information in the specified location in accordance with the submission instructions may be found to have weaknesses or significant weaknesses. The Government is under no obligation to search for information that is not in the specified location.
 - iv. Responses that are essentially blanket offers of compliance are not adequate substitutes for the detailed and complete technical information necessary to establish that an Offeror can meet Government needs. The proposal submission instructions are written to give prospective contractors, where feasible, an indication of the level of detail desired by the Government. The Offeror's failure to include information that the Government has indicated should be included may result in the proposal being assigned a (significant) weakness and/or being found deficient if inadequate detail is provided.

- v. Any prescribed page and formatting limitations will be strictly adhered to and enforced by the Government. The Government will not evaluate any excess information resulting from the Offeror's failure to comply with the submission instructions.
- vi. Exceptions. Do not include exceptions to the terms and conditions of the solicitation in either the technical or price proposal volumes. Inclusion of any standard company terms and conditions that conflict with the terms and conditions of the solicitation may result in a determination that the offer is unacceptable and thus ineligible for award. Resolve questions about the terms and conditions or technical requirements of the solicitation prior to submission of the offer.
- vii. Restrictions on Offeror-Provided Information. "Confidential" projects cannot be submitted to demonstrate capability unless all of the information required for evaluation as specified herein can nonetheless be provided to the Government as part of the Offeror's technical proposal. Confidential Project is defined as projects containing confidential information of which reasonably could be expected to cause damage to the national security with the unauthorized disclosure. Offerors that include in their proposals information that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must clearly mark the information in accordance with FAR 52.215-1, "Instructions to Offeror – Competitive Acquisition", paragraph (e), "Restriction on disclosure and use of data." Files shall not contain classified data.

C. PROPOSAL FORMAT

a. General Proposal Format:

i. ALL Volumes shall contain:

1. Title Page. Include the title of the solicitation, solicitation number, Offeror name, and date of the submittal.
2. Table of Contents. Each volume of the proposal shall contain a detailed table of contents. Any materials submitted but not required by this solicitation (such as company brochures) shall be relegated to appendices.
3. Tabs. Proposals shall be organized and tabbed in accordance with the tabbing per Phase and Volume.

ii. All Volumes shall be formatted as follows:

1. Electronic Matter Submissions. Written material shall be on single sided 8 ½ x 11 size pages in no less than a 10 pitch or 10 font. Page limitations, where specified in the RFP, shall be considered a maximum. Pages in excess of any specified limitation shall not be evaluated.
2. Number of Copies. Offerors SHALL submit an electronic version (PDF Format) of the original Volume I and Volume II. Offerors SHALL submit only two files in PDF format (i.e. Volume I and Volume II). These two files should be named in a specific format: Solicitation Number, Offerors Company and the volume (i.e. 36C10F26R0085_Company_VolumeI.pdf). Given the limited time and resources of the evaluation board, failure to provide proposal in the correct format may hinder the board's ability to evaluate the Offeror's proposal.

b. Proposal Formatting:

i. VOLUME I (Contract Requirements):

1. TAB A – Standard Form 1442, completed and signed by authorized individual(s) of the Offeror. Offers submitted in the name of a Joint Venture must be signed in accordance with the terms and conditions specified in the joint venture agreement as evidenced in the proposal.
2. TAB B – Proposal Pricing Schedule.
3. TAB C – Representations and Certifications.
4. TAB D – Proposal Data Sheet – See Attachment 3 provided in the solicitation. Offerors should ensure that telephone number, fax number, e-mail address and Unique Entity ID are all included. The Unique Entity ID provided will be used to access Contractor Performance Assessment Reporting System (CPARS) data. If a separate ID has been created for a joint venture it must also be submitted. The Offeror shall also submit its Tax ID number on the proposal data sheet.
5. TAB E - Bid Bond –The Offeror is required to submit a bid bond for this project. This is to be submitted in original form and sent to the Contracting Office with an electronic copy included here in Tab D. Submit originals; photocopied or scanned copies are not acceptable. FAR clause 52.228-1, “Bid Guarantee” will be included in the contract.
6. TAB F – Joint Venture Agreement, if applicable.

ii. VOLUME II (Technical- Requirements):

1. TAB G – FACTOR 1 Organization/Technical Approach & Schedule
2. TAB H – FACTOR 2 Past Performance of the Offeror’s Team
3. TAB I – FACTOR 3 Key Personnel

D. SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA

1. Volume II, Tab G – Factor 1 – Organizational/Technical Approach & Schedule:

1.1 Provide information that describes the Offeror's organization and intended technical approach to executing the contract per the detailed requirements of the solicitation. Offerors are limited to 30 pages total for this factor. Any pages submitted beyond this limit will be removed and will not be read or given any consideration. Offerors should clearly but concisely describe the organizational and technical approach to project management and execution.

1.2 Organizational Approach: Describe what firms (Offeror/Prime and subcontractors), their resources and how their resources will be utilized, their roles and responsibilities and any contractual arrangements that will be established. Present a matrix of responsibilities for each firm in executing the key work breakdown structure activities of the project, including construction activities for each major feature. The Offeror should identify any specific firms chosen as subcontractors for electrical, structural, mechanical, etc; or indicate self-performance. If the Offeror intends to subcontract out any separate work types, identify the subcontractor. In order for a firm other than the Offeror to contribute to the Offeror’s organizational approach,

document unequivocal teaming arrangements with subcontractors. Describe the proposed management structure for the team, how the construction process will be managed and the authorities and the delegations of authority within the team. Include a chart illustrating the organization including the proposed quality control group(s). Include a key personnel organization chart that clearly depicts the key positions and the names of the personnel, their firm affiliations and their job locations, and their job/position title within the organization. The key personnel organization chart shall be consistent with the corporate organization chart and with the matrix of responsibilities assigned to the team firms.

1.3 Technical Approach for Construction: Describe the approach for the full scope of work in the contract. Describe the role and interaction of the construction team during construction, addressing elements such as schedule management, material/equipment delivery and management, labor management, cost management, site security and personnel assurance system management, progress meetings, documentation and quality control.

1.3.1 Describe quality control procedures during construction. Include description of quality control inspection and submittal register control.

1.3.2 As per FAR 52.236-1, the contractor shall perform on the site, and with its own organization, work equivalent to at least 20% of the total amount of work to be performed under the contract.

1.3.3 Proposed Contract Duration and Summary Schedule: The Offeror shall submit a summary level schedule for construction with details for all major activities. The number of calendar days should be included for each activity. The Offeror shall also include their proposed contract duration in this summary level schedule, which shall not exceed the maximum contract duration specified in the solicitation. It is the Offeror's responsibility to schedule the work considering all constraints of the project. This summary schedule will, after contract award, be replaced with a project schedule as required by the specifications. The schedules should be task oriented, indicating the number of calendar days, after notice to proceed, by which milestones are to be achieved. The proposed project schedule shall reflect the proposed contract duration and phasing requirements as indicated within the Scope of Work (SOW).

1.4 Source Selection Evaluation Criteria for Factor 1 – Organizational/Technical Approach & Schedule:

1.4.1 The Government will evaluate the firm's understanding and capability to execute the project, as well as compliance w/ the percentage of work to be performed by the contractor as per FAR 52.236-1. Some additional specific evaluation considerations are listed below.

1.4.2 Organizational Approach: The Government will evaluate the clarity and strength of the overall organization and how well it is organized, structured and staffed to execute the entire scope of work. Joint venture participant's contribution to the organization should be commensurate with their skills and background.

1.4.3 Technical Approach for Construction: The Government will evaluate the clarity and strength for technical approach. The Government places a higher value on an Offeror that provides proposed methods to streamline construction, manage labor and other resource constraints in an effort to reduce costs and support an aggressive schedule. The Government will also consider whether the approach reduces on-site fabrication and susceptibility to inclement weather delays. The Government will also evaluate the Offeror's capabilities and understanding of the contractually required quality control processes for construction.

1.4.4 Schedule:

1.4.4.1 Summary Schedule: The Government will evaluate the summary schedule for construction. The length of the schedule must match the contract duration. The Government will evaluate the schedule to assess the strength of understanding of the project scope, restrictions which must be considered in the schedule e.g. permitting, long lead items, etc. The Government will evaluate the Offeror's capability to schedule the complete project within the contract duration and the realism of the schedule. A schedule that offers advantage(s) to the Government over one that merely indicates an adequate understanding of the scope, restrictions, major milestones and general understanding of the various events that can affect start and completion of construction will receive additional consideration.

2. Volume II, Tab H – Factor 2 – Past Performance:

2.1 The Past Performance Questionnaire (PPQ) included in the Government's RFP as Attachment 2 is provided for the Offeror or its team members to submit to the client for each project the Offeror includes in its RFP response for "Past Performance." Ensure correct phone numbers and email addresses are provided for the client point of contact. If the Offeror is unable to obtain a completed PPQ from a client for a project(s) before the response closing dates, the Offeror should complete and submit with the response the first page of the PPQ, which will provide contract and client information for the respective project(s). Offerors should follow-up with clients/references to ensure timely submittal of questionnaires.

2.2 Offerors may also include performance recognition documents, not necessarily related to those projects submitted for Factor 2, received within the last seven (7) years such as awards, award fee determinations, customer letters of commendation, and any other forms of performance recognition.

2.3 In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through Contractor Performance Assessment Reporting System (CPARS), using all UEI/CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, etc.) identified in the Offeror's response, inquiries of owner representative(s).

2.4 While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

2.5 Rating Guidelines for Factor 2 - Past Performance:

2.5.1 The Offeror shall present examples of previous projects demonstrating construction performance and specialized experience using the format provided in Attachment 2 (Past Performance Questionnaire). As noted in Attachment 2, Offerors may use continuation sheets to provide information to the level of detail required to answer the RFP, as necessary. Relevant experience is obtained by performing projects similar in scope, complexity, and magnitude to this project. In order to be relevant, the experience must also be recent. However, this does not prevent the Government from considering projects completed more than seven (7) years ago; with less recent projects being considered less relevant. Submit relevant specialized experience information for the elements/types of work listed within the Scope of Work, with each project having a contract value of at least \$1M.

Offerors shall submit at least two (2) relevant projects, but no more than five (5). Additional consideration will be given to submissions of more than two (2) relevant projects. The dollar

value of the proposed subcontractor's experience on a submitted relevant project shall be explicitly stated (regardless of whether that contractor was a prime or subcontractor on the submitted project). Also, in order for the Offeror to meet the criteria above, an Offeror's relevant experience must have been met cumulatively by no more than the Offeror and/or one (1) key subcontractor.

2.5.2 Offerors are limited to 30 pages total for this factor (PPQs do not count towards this total). Any pages submitted beyond this limit will be removed and will not be read or given any consideration.

2.5.3 Project completion is defined as the date the facility or work was turned over to or occupied by the owner. Projects that are considered substantially complete meaning listed at a percentage of completion of 90% or higher will be considered complete, but the Offeror must explicitly state so for a project to be considered complete.

2.5.4 If the Offeror submits experience for a proposed subcontractor, the experience must be relevant to the firm's role on this project. In addition, the Offeror must include documentation of an unequivocal teaming agreement or letter of commitment in this section of the proposal, signed by an authorized representative of the proposed subcontractor.

2.6 Source Selection Evaluation Criteria for Factor 2 – Past Performance:

2.6.1 The Government will first assess and rate the relevancy of recent projects accomplished by the Offeror to the scope of this contract for overall application to the performance confidence assessment ratings described hereinafter. Relevancy, as it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance. The projects will include those submitted under Factor 2 as well as from other sources described above. This rating is not a separate response rating but is only used in developing overall past performance confidence assessment rating assigned to the Past Performance Criterion.

2.6.2 The Government will next perform a performance confidence assessment, considering how well the Offeror performed on the contracts. The Government will consider the recency (completed no longer than seven (7) years preceding the date of this solicitation) and relevance of the information, source of the information, context of the data, and general trends in contractor performance. With respect to relevancy and recency, successful past performance on projects with more relevance and/or those that are more recent will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment rating than successful past performance on projects of lesser relevance and/or those that are less recent. If any firm has multiple functions or divisions, The Government will only evaluate past performance of the division or unit submitting the offer or by the team member. The Government also places a higher value on projects which document successful outcomes and are supported by outside source confirmation, for example, but not limited to telephone interviews with points of contact identified in the response, CPARS or other agency performance databases, Offeror furnished references, or personal knowledge. The Government also places a higher value on projects, which provided particularly difficult or unique challenges and the innovative methods the contractor used to resolve problems successfully. The rating for this criterion will be expressed as a degree of confidence in the Offeror's ability to successfully accomplish the contract requirements.

2.6.3 Each entity (firm) will be rated on its own performance. An entity may not establish past performance based on the past performance of its proposed key personnel, apart from that of

the entity. If the Government does not obtain past performance information for the projects identified by the Offeror and cannot establish a past performance record for the Offeror through other sources, past performance will be rated neither favorably nor unfavorably.

2.6.4 For this factor, the Government will evaluate the degree of relevance of the demonstrated experience and will assess the level of risk of unsuccessful performance based on the extent of relevant experience presented.

2.6.5 Demonstrated experience of the Offeror (Prime Contractor) will be given greater weight than that of a proposed subcontractor.

2.6.6 Projects that are more similar to this work will be given more weight. For example, single projects that include multiple aspects will be given greater weight than separate projects that include only one aspect of requested experience.

2.6.7 Projects that exceed the magnitudes stated above may be given greater weight. However, in any case, the Government will consider the nature of the project, duration, timeframe, as well as the scope and complexity in determining whether the previous project is a positive indicator of capability with respect to this work.

2.6.8 Other aspects of the project that may be considered in determining similarity include: location (jurisdiction), agency and stakeholder coordination requirements, security requirements, safety and quality control criteria, type of contract (e.g. Firm Fixed Price, Cost Reimbursable), and other project constraints affecting complexity.

2.6.9 Projects completed by affiliates, subsidiaries, parent companies, or similar will be given no weight.

3 Volume II, Tab I – Factor 3 – Key Personnel:

3.1 Provide resumes for the personnel proposed for the key positions identified below. These positions must be staffed by the Prime contractor. Indicate whether each individual has had a significant role in any of the project examples cited in Factor 2. For each person, provide a brief resume using the Key Personnel Resume form (Attachment 1).

Note: References to the alternate personnel in Factor 3 are listed in the event that any of the required personnel need to be replaced, or require a backup for personal vacations or in the event of illness, in which case contractors will be required to provide personnel w/ qualifications that are equal to or greater than the requirements in the RFP/specification or the original personnel submitted, whichever is greater. All substituted personnel will be subject to approval by the Government. To ensure sufficient coverage during construction, Offerors shall submit at least one (1) alternate personnel each, for the Contractor Quality Control System Manager and the Site Safety and Health Officer, in addition to the minimum required number of personnel for each position.

3.2 Project Superintendent: The project superintendent is the individual primarily responsible for managing and coordinating day-to-day production and schedule adherence on the project. The superintendent is required to attend partnering meetings, and quality control meetings. The superintendent (or qualified alternative) must be on-site at all times during the performance of this contract until the work is completed and accepted, and is responsible for all construction and related activities at the site, including quality and production, except as otherwise acceptable to the Contracting Officer.

The Project Superintendent should have a minimum of ten (10) years on-site construction experience. The individual must be capable of interpreting a critical path schedule and construction drawings. The qualification requirements for any potential alternate superintendent will be the same as for the project superintendent. The Contracting Officer may request proof of the superintendent's qualifications at any point in the project if the performance of the superintendent is in question.

3.3 Project Manager: The Project Manager shall have a minimum of five (5) years construction experience. Additional consideration will be given to Project Managers with experience dealing with large government construction projects.

3.4 Contractor Quality Control (CQC) System Manager: Identify as CQC System Manager an individual within the onsite work organization at the site of the work who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor.

The CQC System Manager must have a Bachelor of Science from an accredited engineering, architecture, or a construction management college or a state Professional Engineer's license and possess a minimum of four (4) years construction experience (including one (1) year as a quality control representative) as an employee of the Offeror.

Alternately, the CQC System Manager may be a construction person and possess a minimum of eight (8) years construction experience in related work (including one (1) year as a quality control representative) as an employee of the Offeror.

The CQC System Manager will be required to be on site at all times during construction and is employed by the prime Contractor. The CQC System Manager is assigned no other duties. The prime contractor is required to identify an alternate to serve in the event of the CQC System Manager's absence. The requirements for the alternate are the same as the CQC System Manager.

3.5 Site Safety and Health Officer (SSHO): The Contractor shall provide an SSHO that meets the requirements of EM 385-1-1 Section 1 and all associated subparagraphs. The SSHO must ensure that the requirements of 29 CFR 1926.16 are met for the project. The SSHO shall be responsible for managing, implementing and enforcing the Contractor's Safety and Health Program.

During construction, the SSHO or an equally-qualified Alternate SSHO must be at the work site at all times to implement and administer the Contractor's safety program and government-accepted Accident Prevention Plan. The Alternate SSHO must meet the same training, experience, and qualifications requirements specified for the SSHO.

CFM views this as a "complex or high hazard project"; consequently the SSHO shall have a minimum of ten (10) years of safety-related work with at least five (5) years' experience in construction projects. They shall also have completed the OSHA 30 hour construction safety course (or the prescribed equivalent) and document performance of 24 hours in formal safety training for every four (4) years of experience. Additional consideration will be given to a proposed SSHO who has at least two (2) years of experience in the employ of the Offeror and/or has previously worked on a project with other proposed key personnel.

3.6 Source Selection Evaluation Criteria for Factor 3 – Key Personnel:

3.6.1 For this factor, the Government will evaluate the extent to which the qualifications and experience described on the individual resumes are commensurate with the requirements for

the proposed roles on this project; and will assess the level of risk of unsuccessful performance based on the depth and breadth of relevant experience and credentials presented. If alternates are proposed for key positions, the evaluation rating will consider the lesser qualified or experienced person, if there is a difference. Examples of aspects of resumes that the Government places a higher value on include years of relevant experience, higher level credentials such as Masters versus Bachelors, years of service with the Offeror, and experience on any of the projects presented in Factor 2.

Note: Other sections of the solicitation may identify additional criteria for these and other key personnel. The Government's evaluation does not relieve the awarded contractor from compliance with any and all criteria of the solicitation regardless of the rating assigned for this factor. Additionally, the level of qualifications and experience submitted in the accepted proposal or that required by the Solicitation, whichever is greater, is the minimum standard for any substitution.

Offerors are limited to 30 pages for this factor.

4. PRICE EVALUATION

4.1 Price will not be rated but will be a factor in establishing the competitive range prior to discussions (if held) and in making the best value decision for award of any resultant contract(s). It will be evaluated for reasonableness as well.

4.2 Pricing shall be completed and submitted on the Pricing Schedule attached with the solicitation. The pricing shall be representative of the work to be completed for this project and shall be binding for the full term of the contract. The Government will perform a price analysis on all proposals. Price analysis will be performed in accordance with FAR 15.404-1, to determine fairness and reasonableness. Historical price information, competitive price information, the Independent Government Estimate (IGE), or any other pricing tool as necessary will be utilized in this analysis. The evaluation will determine the extent to which the price proposal is consistent with the requirements of the RFP. Offerors are advised that any offer wherein pricing is deemed unfair or unreasonable will be rendered ineligible for award.

E. Definitions

- a. **Deficiency:** A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level (see FAR 15.001). The presence of a deficiency will automatically result in an "Unacceptable" rating in the pertinent evaluation factor. The Government cannot make award based on an unacceptable offer. Therefore, a rating of "Unacceptable" under any factor will render the offer ineligible for award, unless the Government elects to enter into discussions with that Offeror and all deficiencies are remedied in a revised proposal.
- b. **Strength:** An aspect of an Offerors' proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.
- c. **Significant Strength:** An aspect of an Offerors' 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.

- d. Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance. In the case of Small Business Participation, the contractor shall meet the overall SB goal.
- e. Significant Weakness: A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance. See FAR 15.001. In the case of Small Business Participation, the proposal does not provide any support that contractor will meet proposed SB objectives or any of the proposed subcategory SB goals.
- f. Uncertainty: Any aspect of a technical factor proposal for which the intent of the offer is unclear (e.g. more than one way to interpret the offer or inconsistencies in the proposal indicating that there may have been an error, omission, or mistake).
- g. Clarification: Limited exchanges between the Government and Offerors that may occur when award without discussions is contemplated. See FAR 15.306(a)(1).
- h. Adverse Past Performance: Past performance information that supports a less than satisfactory rating from sources where the information is from other than formal rating systems such as "CPARS."
- i. Discussions: Exchanges between the Government and the Offerors that are undertaken with the intent of allowing the Offeror to revise its proposal.

F. BASIS FOR AWARD

- a. Proposals must meet the criteria stated in the RFP in order to be eligible for award, to include capability in accordance with the evaluation criteria and responsibility in accordance with FAR 9.104.
- b. Relative Importance of Factors:
 - i. The technical factors listed below are all equal in importance to one another:
 - 1. Organizational/Technical Approach & Schedule
 - 2. Past Performance
 - 3. Key Personnel
 - ii. All technical factors, when combined, are approximately equal in importance to Price.
- c. The Government will award the Contract to the responsible Offeror whose technical submittal and price proposal contain the combination of those criteria described in this document offering the best value to the Government. Contract award will be made in accordance with FAR 52.215-1.
- d. Offerors are reminded to include their best technical and price terms in their initial offer and not to automatically assume that they will have an opportunity to participate in discussions or be asked to submit a revised offer.

INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

2.1 52.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION)

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

(End of Provision)

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

2.3 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 million, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s)

within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

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

(End of Provision)

2.4 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)

2.5 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)

2.6 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)

2.7 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)

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

2.8 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)

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

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

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

(End of Provision)

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

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

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

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

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
852.223-70	INSTRUCTIONS TO OFFERORS—SUSTAINABLE ACQUISITION PLAN	SEP 2019
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 (FAPIS) 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)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION	JAN 2017
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:

<i>Poster(s)</i>	<i>Obtain from</i>

(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 52.211-12 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 \$3,712.30 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)

4.4 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 TBD.

(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)

4.5 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)

4.6 52.222-90 ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION APR 2026)

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

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of Clause)

4.7 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)

4.8 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)

4.9 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	DEFINITIONS	JUN 2020
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUN 2020
52.203-7	ANTI-KICKBACK PROCEDURES	JUN 2020
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2020
52.203-13	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
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
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
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS (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
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.210-1	MARKET RESEARCH (DEVIATION)	JUN 2025
52.215-2	AUDIT AND RECORDS—NEGOTIATION	JUN 2020
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (DEVIATION)	NOV 2025
52.222-3	CONVICT LABOR (DEVIATION)	NOV 2025
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS—	NOV 2025

52.222-6	OVERTIME COMPENSATION (DEVIATION) 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
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (DEVIATION)	NOV 2025

4.10 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)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.222-37	EMPLOYMENT REPORTS ON VETERANS (DEVIATION)	NOV 2025
52.222-50	COMBATING TRAFFICKING IN PERSONS (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
52.223-5	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	JUN 2020

	COPYRIGHT INFRINGEMENT	
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 BUSINESS SUBCONTRACTORS	MAR 2023
52.233-1	DISPUTES	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)	AUG 2025
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (DEVIATION)	AUG 2025
52.236-5	MATERIAL AND WORKMANSHIP (DEVIATION)	AUG 2025
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (DEVIATION)	AUG 2025
52.236-7	PERMITS AND RESPONSIBILITIES (DEVIATION)	AUG 2025
52.236-8	OTHER CONTRACTS (DEVIATION)	AUG 2025
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (DEVIATION)	AUG 2025
52.236-10	OPERATIONS AND STORAGE AREAS (DEVIATION)	AUG 2025
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (DEVIATION)	AUG 2025
52.236-12	CLEANING UP (DEVIATION)	AUG 2025
52.236-13	ACCIDENT PREVENTION (DEVIATION)	AUG 2025
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (DEVIATION)	AUG 2025
52.236-17	LAYOUT OF WORK (DEVIATION)	AUG 2025
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (DEVIATION)	AUG 2025
52.242-13	BANKRUPTCY	JUL 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-4	CHANGES	JUN 2007
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION)	APR 2026
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.249-2	TERMINATION FOR CONVENIENCE OF THE	APR 2012

	GOVERNMENT (FIXED PRICE) ALTERNATE I (SEPT 1996)	
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

4.11 VAAR 852.204-72 PERSONNEL VETTING AND CREDENTIALING (DEVIATION) (MAR 2026)

(a) Definitions. As used in this clause –

VA Information system is the same as information system and means, pursuant to 38 U.S.C. 5727, a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information whether automated or manual.

VA sensitive information means all VA data, on any storage media or in any form or format, which requires protection due to the risk of harm that could result from inadvertent or deliberate disclosure, alteration, or destruction of the information and includes sensitive personal information. The term includes information where improper use or disclosure could adversely affect the ability of VA to accomplish its mission, proprietary information, records about individuals requiring protection under various confidentiality provisions such as the Privacy Act and the HIPAA Privacy Rule, and information that can be withheld under the Freedom of Information Act. Examples of VA sensitive information include the following: individually-identifiable medical, benefits, and personnel information; financial, budgetary, research, quality assurance, confidential commercial, critical infrastructure, investigatory, and law enforcement information; information that is confidential and privileged in litigation such as information protected by the deliberative process privilege, attorney work-product privilege, and the attorney client privilege; and other information which, if released, could result in violation of law or harm or unfairness to any individual or group, or could adversely affect the national interest or the conduct of Federal programs.

(b) *General*. Contractor personnel assigned to work for or on behalf of VA must undergo a background investigation commensurate with the risk and sensitivity level designation associated with the work to be performed at the level indicated in the contract. The Contractor and subcontractors shall comply with VA Directive/Handbook 0710, Personnel Security and Suitability Program, which can be accessed at: <https://vaww.va.gov/vapubs/index.cfm>.

(c) *Risk and Sensitivity Levels*. The following table identifies the risk and sensitivity levels that apply to any personnel providing services under this contract. *VA Administrations, organizations and staff offices will use the OPM [Position Designation Tool](#).

Positions/Tasks Designated as Non-Sensitive Positions – Tier 1/Low Risk

Positions/Tasks Designated as Non-Sensitive Positions – Tier 2/Mod Risk
Positions/Tasks Designated as Non-Sensitive Positions – Tier 4/High Risk

Security clearances are granted to individuals with a specific requirement for access to classified material (for example, Confidential, Secret and Top Secret). Contractor personnel that are required to obtain a security clearance will be subject to a Tier 3 or Tier 5 investigation. The following sensitivity designations have been assigned for the identified Tier 3 and Tier 5 required by this contract:

Tier 3:

Tier 5:

(d) *Fitness*. The results from a background investigation are used to determine if an individual's fitness is sufficient for that individual to perform work for or on behalf of VA in the position identified in this contract. Contractor fitness determinations are made in accordance with 5 CFR Part 731.202.

Fitness requirements for employment are separate and distinct from job qualifications. If a Contractor or subcontractor employee is found to be unsuitable or unfit to provide services under this contract, the Contractor shall immediately remove the employee from working on this contract and take those necessary steps that restrict the employee's logical access to VA data, information, VA sensitive information, or information technology or VA information systems containing such data or information.

The Contractor shall advise the employee that they are not permitted to access any VA controlled building or real property in relation to this contract. The removal of an unfit Contractor or subcontractor employee does not alleviate the Contractor from satisfying the requirements of this contract. The Government will not reimburse the Contractor for any costs associated with the recruitment/replacement of an employee or subcontractor employee who is found to be unfit.

(e) *Identification Cards*. The Government will provide a Personal Identification Verification (PIV) card or other identification card, as necessary, to fit Contractor personnel who require physical access to VA facilities and/or logical access to VA data, information, VA sensitive information, or information technology or VA information systems containing such data or information. Contractor and subcontractor personnel shall prominently display their PIV/identification card on their persons while working at a VA facility and shall present their PIV/identification card for inspection upon request by a VA official. The Contractor must

surrender the employee or subcontractor employee's PIV/identification card in accordance with the requirements set forth in Directive/Handbook 0735 when any of the following events occur:

1. When no longer needed for contract performance.
2. Upon completion of the Contractor/subcontractor employee's employment.
3. Upon contract completion or termination.

(f) *Lost/stolen.* Immediately upon detection, the Contractor shall report a lost or stolen PIV/identification card to the Government authorities as identified in Directive/Handbook 0735. Within 48 hours of reporting the lost/stolen PIV/identification card, the Contractor shall submit to the Program Manager an incident report that describes the relevant facts and circumstances regarding the loss/theft. If the loss/theft was reported by the Contractor to the local police, the Contractor shall further submit a copy of the final police report to the Program Manager within 48 hours of the report being made available by the local police department. The Government will not reimburse the Contractor for any costs that result from lost/stolen PIV/identification card(s).

(g) *Regular Reporting.* The Contractor shall submit a status report to PIV Sponsor within 5 working days after the end of each calendar quarter and as requested by the Government in order to initiate contract closeout procedures. The report must provide the status of each contractor/subcontractor employee who is required to have a PIV/identification card during the performance of the contract. The report shall identify the Contractor and the contract number, and list the following status for each contractor/subcontractor employee who holds a PIV/identification card under this contract:

1. Contractor/subcontractor employee name.
2. Name of VA facility where Contractor/subcontractor employee works, if applicable.
3. Date background check submitted for Contractor/subcontractor employee.
4. Date PIV/identification card issued to Contractor/subcontractor employee.
5. Contractor/subcontractor employee's PIV/identification card number, as applicable.
6. Date Contractor/subcontractor employee no longer has need for PIV/identification card.
7. Date Contractor notified VA that PIV/identification card is no longer required.
8. Date Contractor returned PIV/identification card was returned to VA.

(h) *Flow down of clause.* The Contractor shall include the substance of this clause in subcontracts, third-party agreements, and BAA's, in which subcontractors, third-party servicers/employees, and business associates will perform functions where they will have physical access to a VA facility or logical access to VA data, information, VA sensitive information, or information technology or VA information system containing such data or information.

(End of Clause)

4.12 VAAR 852.219-74 VA NOTICE OF TOTAL SET-ASIDE FOR CERTIFIED VETERAN-OWNED SMALL BUSINESSES (JAN 2023) (DEVIATION)

(a) *Definition.* For the Department of Veterans Affairs, “Veteran-owned small business or VOSB”:

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more 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 Veteran(s);

(ii) The management and daily business operations of which are controlled by one or more Veteran(s);

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

(iv) The business has been verified for ownership and control pursuant to 38 U.S.C. 8127 and 13 CFR 128, and is certified and listed 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 and government contracting, and the Veterans Small Business Certification Program at 13 CFR parts 121, 125, and 128.

(2) “*Veteran*” is defined in 38 U.S.C. 101(2).

(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*” has the meaning given that term under section 3(q)(3) of the Small Business Act (15 U.S.C. 632(q)(3)), except that for a VA contract the firm must be certified and listed in the SBA certification database.

(5) The term “*VOSB participant*” or *certified VOSB* means a small business that has been certified as eligible to participate in the Veteran Small Business Certification Program and listed in the SBA certification database (see 13 CFR 128.102). It includes certified service-disabled veteran-owned small businesses (SDVOSBs).

(b) *General.* In order for a concern to submit an offer and be eligible for the award of a VOSB 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 certified and listed as a VOSB or SDVOSB participant in the certification database as set forth in 13 CFR 128.

(1) Offers received from entities that are not certified VOSBs or 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 only to a certified VOSB who is eligible at the time of submission of offer(s) and at 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 a VOSB, including set-asides, sole source awards, and evaluation preferences.

(c) *Representation.* Pursuant to 38 U.S.C. 8127(e), only certified VOSBs 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 VOSB 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 multiple-award contracts, a VOSB agrees that in the performance of the contract, the VOSB shall comply with requirements in VAAR subpart 819.70 and SBA regulations on small business size, and government contracting programs at 13 CFR parts 121 and 125, including the non-manufacturer rule and limitations on subcontracting (LOS) requirements in 13 CFR 121.406(b) and 125.6. For the purpose of the limitations on subcontracting, only certified VOSBs 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 and/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 VOSB 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 VOSBs 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 VOSB 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 VOSBs 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 VOSB 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 VOSB 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 VOSBs 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 VOSBs listed in the SBA certification database.

(5) *Subcontracting.* A VOSB must meet the NAICS size standard assigned by the prime contractor and be listed in the SBA certification database to count as similarly situated. Any work that a first tier VOSB 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.* A VOSB shall comply with the limitations on subcontracting as follows:

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

[] 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 a VOSB 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 802.10, 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 VOSB 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)

4.13 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)

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

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

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

(b) The Contractor shall—

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

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

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

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

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

(c) In general—

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

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

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

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

Title	File	Drawing No.
	657-507_Marion_CorrectSeisDef - Appendix - Geotech Report 1	
	657-507_Marion_CorrectSeisDef - Appendix - Geologic Hazards Report 1	
	657-507_Marion_CorrectSeisDef - Appendix - Geotech Report GMHA Seismic Report 1	
	657-507_Marion_CorrectSeisDef - Appendix - SHPO MOA 1	
	657-507_Marion_CorrectSeisDef - Appendix-HAZMAT 1	
	S02 - 657-507_VA Marion SeisDefic_Final Bid Specs 9-1- 2026	
	S02 - 657-507_VA Marion Seism Defics_Bid Drawings 09-30-2026	

(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)

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

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

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

(d) The Government reserves the right to refuse to permit employment on the work, or require dismissal from the work, of any subcontractor 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 852.242-70 GOVERNMENT CONSTRUCTION CONTRACT ADMINISTRATION (OCT 2020)

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

Department of Veterans Affairs
Office of Construction and
Facilities Management (00CFM3B)
1800 G St NW
Washington, DC 20226

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

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

(2) Issuance of default letters.

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

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

(5) Issuance of Contracting Officer final determination letters.

(6) Issuance of termination notices.

(7) Authorization of final payment.

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

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

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

(1) Conduct post-award orientation conferences.

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

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

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

(End of Clause)

4.18 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)

4.19 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.

4.20 IT CONTRACT SECURITY

VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY

1. GENERAL

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

2. ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

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

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

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

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

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

3. VA INFORMATION CUSTODIAL LANGUAGE

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

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

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

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

agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

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

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

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

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

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

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

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

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

4. INFORMATION SYSTEM DESIGN AND DEVELOPMENT

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

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

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

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

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

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

g. The contractor/subcontractor agrees to:

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

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

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

(1) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work

statement in the proposed subcontract requires the redesign, development, or operation of a SOR on individuals that is subject to the Privacy Act; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

documentation (PIA, System Security Plan, Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.

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

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

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

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

- (1) Vendor must accept the system without the drive;
- (2) VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or
- (3) VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.
- (4) Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;

(a) The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and

(b) Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be pre-approved and described in the purchase order or contract.

(c) A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

6. SECURITY INCIDENT INVESTIGATION

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

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

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

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

7. LIQUIDATED DAMAGES FOR DATA BREACH

a. Consistent with the requirements of 38 U.S.C. 5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the

event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

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

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

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

d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of per affected individual to

cover the cost of providing credit protection services to affected individuals consisting of the following:

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

8. SECURITY CONTROLS COMPLIANCE TESTING

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

9. TRAINING

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

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

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

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

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
852.201-70	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2022
852.203-70	COMMERCIAL ADVERTISING	MAY 2018
852.204-70	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (DEVIATION)	MAR 2026
852.222-71	COMPLIANCE WITH EXECUTIVE ORDER 13899 (DEVIATION) (APR 2025)	APR 2025
852.228-70	BOND PREMIUM ADJUSTMENT	JAN 2008
852.232-70	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (WITHOUT NAS- CPM) (NOV 2018)	NOV 2018
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2018
852.242-71	ADMINISTRATIVE CONTRACTING OFFICER	OCT 2020
852.246-71	REJECTED GOODS	OCT 2018

"General Decision Number: IL20260002 05/18/2026

State: Illinois

Construction Types: Building

Counties: Illinois Counties of Alexander, Champaign, Christian, Clark, Clay, Coles, Crawford, Cumberland, De Witt, Douglas, Edgar, Edwards, Effingham, Fayette, Ford, Franklin, Gallatin, Hamilton, Hardin, Iroquois, Jackson, Jasper, Jefferson, Johnson, Lawrence, Marion, Massac, Moultrie, Perry, Piatt, Pope, Pulaski, Richland, Saline, Shelby, Union, Vermilion, Wabash, Wayne, White and Williamson

Modification Number Publication Date 3

01/23/2026 4

05/18/2026

ASBE0001-004 10/07/2024 Rates Fringes ASBESTOS WORKERS/INSULATOR:
 INCLUDES THE APPLICATION, INSTALLATION, AND CLEANUP OF ALL INSULATING
 MATERIALS, PROTECTIVE COVERINGS, COATINGS, AND FINISHINGS TO ALL TYPES OF
 MECHANICAL SYSTEMS (ALEXANDER, CHRISTIAN, DE WITT, FAYETTE, JACKSON,
 JEFFERSON, MARION, MOULTRIE, PERRY, PIATT, SHELBY, AND UNION
 COUNTIES).....\$ 43.48 27.24 -----

ASBE0017-001 06/01/2024 Rates Fringes HAZARDOUS MATERIAL HANDLER
 (INCLUDES PREPARATION, WETTING, STRIPPING REMOVAL SCRAPPING, VACUUMING,
 BAGGING AND DISPOSAL OF ALL INSULATION MATERIALS, WHETHER THEY CONTAIN
 ASBESTOS OR NOT, FROM MECHANICAL SYSTEMS).....\$ 41.27
 32.76 FIRE STOP TECHNICIAN.....\$ 44.02 32.76 ASBESTOS
 WORKER/INSULATOR (INCLUDES THE APPLICATION OF ALL INSULATING MATERIALS,
 PROTECTIVE COVERINGS, COATINGS, AND FINISHES TO ALL TYPES OF MECHANICAL
 SYSTEMS).....\$ 55.02 35.75 -----

ASBE0017-006 06/01/2024 Rates Fringes HAZARDOUS MATERIAL HANDLER:
 INCLUDES PREPARATION, WETTING, STRIPPING REMOVAL SCRAPPING, VACUUMING,
 BAGGING AND DISPOSAL OF ALL INSULATION MATERIALS, WHETHER THEY CONTAIN
 ASBESTOS OR NOT, FROM MECHANICAL SYSTEMS (FORD AND IROQUOIS
 COUNTIES).....\$ 41.27 32.76 FIRE STOP TECHNICIAN (FORD AND IROQUOIS
 COUNTIES)...\$ 44.02 32.76 ASBESTOS WORKER/INSULATOR: INCLUDES THE
 APPLICATION OF ALL INSULATING MATERIALS; PROTECTIVE COVERINGS, COATINGS,
 AND FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS (FORD AND IROQUOIS
 COUNTIES).....\$ 55.02 35.75 -----

ASBE0018-002 06/01/2025 Rates Fringes ASBESTOS WORKER/HEAT & FROST
 INSULATOR: INCLUDES APPLICATION OF ALL INSULATING MATERIALS PROTECTIVE
 COVERINGS, COATINGS AND FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS
 (CHAMPAIGN, CLARK, DOUGLAS, EDGAR, AND VERMILION COUNTIES).....\$
 40.20 26.78 -----

ASBE0037-003 04/07/2025 Rates Fringes ASBESTOS WORKERS/INSULATOR:
 INCLUDES THE APPLICATION OF ALL INSULATING MATERIALS; PROTECTIVE
 COVERINGS, COATINGS, AND FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS
 (CLAY, COLES, CRAWFORD, CUMBERLAND, EDWARDS, EFFINGHAM, FRANKLIN,
 GALLATIN, HAMILTON, HARDIN, JASPER, JOHNSON, LAWRENCE, MASSAC, POPE,
 PULASKI, RICHLAND, SALINE, WABASH, WAYNE, WHITE, AND WILLIAMSON
 COUNTIES).....\$ 38.19 24.24 -----

BOIL0060-003 01/01/2025 Rates Fringes BOILERMAKER (CHAMPAIGN, DE WITT,
FORD, IROQUOIS, AND VERMILION COUNTIES).....\$ 45.23 32.76 --

BOIL0363-002 01/01/2025 Rates Fringes BOILERMAKER (ALEXANDER,
CHRISTIAN, CLARK, CLAY, COLES, CRAWFORD, CUMBERLAND, DOUGLAS, EDGAR,
EDWARDS, EFFINGHAM, FAYETTE, FRANKLIN, GALLATIN, HAMILTON, HARDIN,
JACKSON, JASPER, JEFFERSON, JOHNSON, LAWRENCE, MARION, MASSAC,
MOULTRIE, PERRY, PIATT, POPE, PULASKI, RICHLAND, SALINE, SHELBY, UNION,
WABASH, WAYNE, WHITE, AND WILLIAMSON COUNTIES).....\$
45.50 35.30 -----

BRIL0006-007 06/01/2016 Rates Fringes BRICKLAYER, CAULKER, CLEANER,
POINTER & STONEMASON (DE WITT COUNTY).....\$ 30.59
23.19 -----

BRIL0006-011 06/01/2017 Rates Fringes MARBLE, TILE & TERRAZZO WORKERS
(DE WITT COUNTY)....\$ 32.87 21.09 MARBLE, TILE & TERRAZZO FINISHER (DE
WITT COUNTY)...\$ 31.13 21.09 BASE MACHINE MEN (DE WITT
COUNTY).....\$ 31.13 21.09 -----

BRIL0006-015 06/01/2019 Rates Fringes BRICKLAYER (FORD (NORTH OF
ROBERTS), AND IROQUOIS COUNTIES).....\$ 44.37 24.70 -

BRIL0006-021 06/01/2017 Rates Fringes MARBLE SETTER (FORD (NORTH OF
ROBERTS) & IROQUOIS COUNTIES).....\$ 42.98 21.79 -----

BRIL0008-001 05/01/2019 Rates Fringes BRICKLAYER, CAULKER, CLEANER,
POINTER & STONEMASON (ALEXANDER, CLAY, EDWARDS, FRANKLIN, GALLATIN,
HAMILTON, HARDIN, JACKSON, JEFFERSON, JOHNSON, LAWRENCE, MASSAC, PERRY,
POPE, PULASKI, RICHLAND, SALINE, UNION, WABASH, WAYNE, WHITE, AND
WILLIAMSON COUNTIES).....\$ 30.79 21.69 -----

BRIL0008-003 05/01/2019 Rates Fringes MARBLE, TERRAZZO AND TILE
FINISHER (CHAMPAIGN, CLARK, COLES, CRAWFORD, CUMBERLAND, DOUGLAS,
EDGAR, EFFINGHAM, FORD, JASPER, PIATT, AND VERMILION
COUNTIES).....\$ 31.03 19.38 MARBLE SETTER,
TERRAZZO WORKER & TILE SETTER (CHAMPAIGN, CLARK, COLES, CRAWFORD,
CUMBERLAND, DOUGLAS, EDGAR, EFFINGHAM, FORD, JASPER, PIATT, AND
VERMILION COUNTIES).....\$ 32.53 19.38 -----

BRIL0008-004 05/01/2020 Rates Fringes MARBLE, TERRAZZO AND TILE
FINISHER (CHRISTIAN COUNTY).....\$ 32.13 20.70
MARBLE & TILE SETTER AND TERRAZZO WORKER (CHRISTIAN

COUNTY).....\$ 33.65 20.70 -----

BRIL0008-005 08/01/2017 Rates Fringes BRICKLAYER: BRICKLAYER,
STONEMASON, MARBLE MASON, TILE LAYER, POINTER, CLEANER, AND CAULKER
(FAYETTE AND MARION COUNTIES).....\$ 33.13 22.05 -----

BRIL0008-015 05/01/2019 Rates Fringes BRICKLAYER (CHAMPAIGN, COLES,
DOUGLAS, EDGAR, FORD(SOUTH OF ROBERTS), PIATT & VERMILION COUNTIES).\$
32.45 24.43 -----

BRIL0008-017 05/01/2020 Rates Fringes BRICKLAYER: CAULKERS, CEMENT
BLOCK LAYERS, CLEANERS, MARBLE SETTERS, POINTERS, TERRAZZO WORKERS,
AND TILE SETTERS (MOULTRIE AND SHELBY COUNTIES).....\$
33.49 24.93 -----

BRIL0008-020 05/01/2020 Rates Fringes BRICKLAYER, CAULKER, CLEANER,
POINTER & STONEMASON (CHRISTIAN COUNTY).....\$ 33.49
24.93 -----

BRIL0008-031 05/01/2020 Rates Fringes BRICKLAYER (CLARK, CRAWFORD,
CUMBERLAND, EFFINGHAM & JASPER COUNTIES).....\$ 31.56
22.28 -----

CARP0237-017 05/01/2021 Rates Fringes PILEDRIVER (DE WITT AND FORD
(NORTHERN PORTION) COUNTIES).....\$ 35.29 29.94
CARPENTER/LATHER (DE WITT AND FORD (NORTHERN PORTION)
COUNTIES).....\$ 34.29 29.94 -----

CARP0237-022 05/01/2021 Rates Fringes PILEDRIVER (FORD COUNTY
(SOUTHERN PORTION)).....\$ 34.58 29.94 CARPENTER/LATHER (FORD
COUNTY (SOUTHERN PORTION))...\$ 33.58 29.94 -----

CARP0243-002 05/15/2020 Rates Fringes PILEDRIVER (CHAMPAIGN, EDGAR
AND VERMILION COUNTIES).....\$ 38.11 24.85
CARPENTER/LATHER (CHAMPAIGN, EDGAR AND VERMILION
COUNTIES).....\$ 37.11 24.85 -----

CARP0243-005 05/15/2020 Rates Fringes PILEDRIVER (COLES, CUMBERLAND,
DOUGLAS, EFFINGHAM, JASPER, MOULTRIE, AND SHELBY COUNTIES).....\$ 34.71
28.25 CARPENTER/LATHER (COLES, CUMBERLAND, DOUGLAS, EFFINGHAM, JASPER,
MOULTRIE, AND SHELBY COUNTIES)....\$ 33.71 28.25 -----

CARP0243-013 05/01/2017 Rates Fringes PILEDRIVER (CLARK
COUNTY).....\$ 37.04 21.34 CARPENTER/LATHER (CLARK

COUNTY).....\$ 36.04	21.34 -----
-	
CARP0270-003 05/01/2019 Rates	Fringes PILEDRIVER (CHRISTIAN
COUNTY).....\$ 33.83	27.45 CARPENTER/LATHER (CHRISTIAN
COUNTY).....\$ 32.83	27.45 -----
CARP0270-017 05/15/2020 Rates	Fringes PILEDRIVER (PIATT
COUNTY).....\$ 34.36	28.60 CARPENTER/LATHER (PIATT
COUNTY).....\$ 33.36	28.60 -----
-	
CARP0501-001 05/01/2017 Rates	Fringes CARPENTER (CRAWFORD
COUNTY).....\$ 32.14	25.24 -----

CARP0555-014 06/01/2022 Rates	Fringes CARPENTER: CARPENTER,
DRYWALLER, MILLWRIGHT, PILEDRIVER, AND SOFT FLOOR LAYER (IROQUOIS	
COUNTY)..\$ 42.96	39.96 -----
CARP0634-001 05/01/2021 Rates	Fringes CARPET INSTALLER: CARPET,
LINOLEUM, HARDWOOD, AND TILE LAYER (CLAY, EDWARDS, FAYETTE, HAMILTON,	
JEFFERSON, LAWRENCE, MARION, RICHLAND, WABASH, WAYNE, AND WHITE	
COUNTIES).....\$ 36.08	18.90 CARPENTER: LATHER, PILEDRIVER,
AND MILLWRIGHT (CLAY, EDWARDS, FAYETTE, HAMILTON, JEFFERSON, LAWRENCE,	
MARION, RICHLAND, WABASH, WAYNE, AND WHITE COUNTIES).....\$	
38.62	18.90 -----
CARP0640-001 05/01/2021 Rates	Fringes CARPET INSTALLER: CARPET,
LINOLEUM, HARDWOOD, AND TILE LAYER (ALEXANDER, FRANKLIN, HARDIN, MASSAC,	
JACKSON, PERRY, POPE, JOHNSON, GALLATIN, PULASKI, SALINE, UNION, AND	
WILLIAMSON COUNTIES).....\$ 36.08	18.90 CARPENTER, LATHER,
PILEDRIVER, AND MILLWRIGHT (ALEXANDER, FRANKLIN, HARDIN, MASSAC, JACKSON,	
PERRY, POPE, JOHNSON, GALLATIN, PULASKI, SALINE, UNION, AND WILLIAMSON	
COUNTIES) DIVERS (RECEIVE 1 1/2 TIMES CARPENTER'S RATE PLUS FRINGE	
BENEFITS AND \$25.00 PER DAY FOR EQUIPMENT).....\$ 38.62	18.90 ----

CARP1051-004 05/15/2020 Rates	Fringes MILLWRIGHT (CHAMPAIGN,
CHRISTIAN, CLARK, COLES, CRAWFORD, CUMBERLAND, DOUGLAS, EDGAR,	
EFFINGHAM, JASPER, MOULTRIE, PIATT, SHELBY AND VERMILION	
COUNTIES).....\$ 33.06	29.36 -----

CARP1051-008 05/15/2020 Rates	Fringes MILLWRIGHT (DE WITT AND FORD
COUNTIES).....\$ 33.06	30.04 -----

ELEC0016-002 06/01/2025 Rates
COUNTY).....\$ 46.14

Fringes ELECTRICIAN (WABASH
21.67 -----

ELEC0146-001 06/01/2025 Rates Fringes ELECTRICIAN (CHRISTIAN, COLES,
CUMBERLAND, DE WITT (EXCLUDING RUTLEDGE, SANTA ANNA, WAYNESVILLE, AND
WILSON TWPS), DOUGLAS (SOUTHERN HALF), EFFINGHAM (BANNER, BISHOP,
DOUGLAS, LIBERTY, LUCAS, MOCCASIN, ST. FRANCIS, SUMMIT AND TEULOPOLIS
TWPS), FAYETTE (HURRICANE, S. HURRICANE, RAMSEY, BOWLING GREEN, CARSON,
AND LOUDON TWPS), MACON, MOULTRIE, PIATT (EXCLUDING BLUE RIDGE,
SANGAMON AND MONTICELLO TWPS), AND SHELBY COUNTIES).....\$ 48.00
24.16 -----

ELEC0176-009 06/01/2023 Rates Fringes ELECTRICIAN (FORD (NORTH OF
LYMAN TWP), AND IROQUOIS (EXCLUDING ARTESIA, FOUNTAIN CRREK, LODA,
LOVEJOY, PEGEON GROVE, AND PRAIRIE TWPS) COUNTIES)..\$ 50.45 44.96 ---

ELEC0176-016 06/01/2020 Rates Fringes CATV INSTALLER (FORD AND
IROQUOIS COUNTIES).....\$ 37.50 32.78 -----

ELEC0197-004 06/01/2024 Rates Fringes ELECTRICIAN (DE WITT COUNTY
(WAYNESVILLE, WILSON, AND RUTLEDGE)).....\$ 43.86 23.72

ELEC0197-007 09/01/2025 Rates Fringes ELECTRICAL LOW VOLTAGE WIRING
INSTALLER: BUILDING (DEWITT (NORTHSIDE), WESTERN (NORTHSIDE), MCLEAN
(SOUTHSIDE), AND WOODFORD (SOUTHSIDE) COUNTIES)....\$ 40.63 20.47 -----

ELEC0538-003 06/01/2025 Rates Fringes ELECTRICIAN (IROQUOIS (FOUNTAIN
CREEK, LOVEJOY & PRAIRIE TWPS), VERMILION, AND WABASH COUNTIES).....\$ 41.00
27.36 -----

ELEC0538-007 09/01/2025 Rates Fringes ELECTRICAL LOW VOLTAGE WIRING
INSTALLER: BUILDING (IROQUOIS (SOUTHEASTERN SIDE), AND VERMILION
COUNTIES).....\$ 40.64 20.46 -----

ELEC0601-001 09/01/2025 Rates Fringes ELECTRICIAN (CHAMPAIGN, DE WITT
(SANTA ANNA TWP), DOUGLAS (NORTHERN HALF), FORD (SOUTH OF BENTON TWP),
IROQUOIS (ARTESIA, PIGEON GROVE & LODA TWPS), AND PIATT (BLUE RIDGE,
SANGAMON, & MONTICELLO TWPS) COUNTIES).....\$ 49.63
22.51 -----

ELEC0601-010 09/01/2024 Rates Fringes ELECTRICAL LOW VOLTAGE WIRING
INSTALLER, BUILDING (CHAMPAIGN, DEWITT (NORTHEAST SIDE), DOUGLAS
(NORTHEAST SIDE), FORD (SOUTHSIDE), IROQUIOS (SOUTHWEST SIDE), LASALLE

(SOUTHSIDE), LIVINGSTON, MARSHALL (EASTSIDE), PIATT (NORTHEAST SIDE),
PUTNAM (SOUTHEAST SIDE), AND WOODFORD (NORTHEAST SIDE)

COUNTIES).....\$ 36.25 21.65 -----

ELEC0702-001 01/01/2025 Rates Fringes ELECTRICIAN (ALEXANDER, CLAY,
EDWARDS, EFFINGHAM (EXCLUDING BANNER, BISHOP, DOUGLAS, LIBERTY, LUCAS,
MOCCASIN, ST. FRANCIS, SUMMIT AND TEULOPOLIS TWPS), FAYETTE (EXCLUDING
HURRICANE, S. HURRICANE, RAMSEY, BOWLING GREEN, CARSON AND LOUDON
TWPS), FRANKLIN, GALLATIN, HAMILTON, HARDIN, JACKSON, JEFFERSON, JOHNSON,
MARION, MASSAC, PERRY, POPE, PULASKI, SALINE, UNION, WAYNE, WHITE, AND
WILLIAMSON COUNTIES).....\$ 52.14 29.14 -----

ELEC0702-016 09/01/2024 Rates Fringes ELECTRICAL LOW VOLTAGE WIRING
INSTALLER, BUILDING (ALEXANDER, BOND (EASTSIDE), CLAY, CLINTON (EASTSIDE),
EDWARDS, EFFINGHAM (SOUTHWESTERN SIDE), FAYETTE (SOUTHSIDE), FRANKLIN,
GALLATIN, HAMILTON, HARDIN, JACKSON, JEFFERSON, JOHNSON, MARION, MASSAC,
PULASKI, PERRY, POPE, RANDOLPH (SOUTHEASTERN SIDE), SALINE, UNION,
WASHINGTON (SOUTHEASTERN SIDE), WAYNE, WHITE, AND WILLIAMSON
COUNTIES).....\$ 38.44 19.37 -----

ELEC0725-005 10/01/2025 Rates Fringes ELECTRICIAN (CLARK, CRAWFORD,
EDGAR, JASPER, LAWRENCE, AND RICHLAND COUNTIES).....\$ 45.00
26.70 -----

ELEV0003-006 01/01/2025 Rates Fringes ELEVATOR MECHANIC (ALEXANDER,
CLAY, EDWARDS, FRANKLIN, GALLATIN, HAMILTON, HARDIN, JACKSON, JEFFERSON,
JOHNSON, LAWRENCE, MARION, MASSAC, PERRY, POPE, PULASKI, RICHLAND,
SALINE, UNION, WABASH, WAYNE, WHITE AND WILLIAMSON COUNTIES) FOOTNOTES:
A) EMPLOYER CONTRIBUTES 8% OF REGULAR BASIC HOURLY RATE AS VACATION
PAY CREDIT FOR EMPLOYEES WITH MORE THAN 5 YEARS OF SERVICE, AND 6% FOR
LESS THAN 5 YEARS OF SERVICE B) EIGHT PAID HOLIDAYS: NEW YEAR'S DAY,
MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY FRIDAY
AFTER THANKSGIVING DAY, VETERANS' DAY AND CHRISTMAS
DAY.....\$ 62.73 38.44 -----

ELEV0034-004 01/01/2025 Rates Fringes ELEVATOR MECHANIC FOOTNOTES:
A) EMPLOYER CONTRIBUTES 8% OF REGULAR BASIC 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 HOLIDAYS: NEW YEAR'S DAY;
MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; THE FRIDAY
AFTER THANKSGIVING DAY; VETERANS' DAY AND CHRISTMAS DAY.....\$ 60.17
38.44 -----

ELEV0055-002 01/01/2025 Rates Fringes ELEVATOR MECHANIC FOOTNOTES:
A) EMPLOYER CONTRIBUTES 8% OF REGULAR BASIC 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 HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; THE FRIDAY AFTER THANKSGIVING DAY; VETERANS' DAY AND CHRISTMAS DAY.....\$ 57.99
38.44 -----

ENGI0318-001 04/01/2025 Rates Fringes OPERATOR: POWER EQUIPMENT:
RIVER Class 2.....\$ 36.78 32.00 OPERATOR: POWER EQUIPMENT: RIVER
Class 1.....\$ 40.23 32.00 OPERATOR: POWER EQUIPMENT: RIVER (Class
2).....\$ 36.78 32.00 OPERATOR: POWER EQUIPMENT: RIVER (Class 1).....\$
40.23 32.00 OPERATOR: POWER EQUIPMENT, CLASS C: AIR COMPRESSOR
(220 CFM OR OVER) ONE, AIR TRACK DRILL ONE, AUTOMATIC BIN, BELT DRAG
MACHINE, BULK CEMENT PLANT W/BUILT-IN COMPRESSOR RUNNING OFF SAME
MOTOR OR ELECTRIC MOTOR, FIREMAN OR SWITCHMAN, MECHANIC IN PERMANENT
SHOPS WITHOUT SEPARATE SIGNED COLLECTIVE BARGAINING AGREEMENTS (NOV. 1
THROUGH MARCH 31), MECHANICAL PLASTERER APPLICATOR, PIPE TRACT JACK,
POWER BROOM, SELF-PROPELLED FROM TAMPER, TRAC-AIR, MIXERS - LESS THAN 21
CU.FT., MORTAR MIXER W/SKI OR PUMP, MUD JACKS, ONE WELL POINT PUMP, WOOD
CHIPPER. ONE OPERATING ENGINEER MAY OPERATE OR MAINTAIN ANY
COMBINATION OF THE FOLLOWING PIECES OF EQUIPMENT, NOT TO EXCEED FOUR
(4), WHICH SHALL BE WITHIN REASONABLE DISTANCE; SUCH COMBINATION MAY
INCLUDE THE EQUIPMENT IN THIS CLASSIFICATION: AIR COMPRESSOR (UNDER 220
CFM) FOUR, LIGHT PLANTS, GENERATORS, PUMPS, CONVEYORS, MOTOR DRIVEN
HEATERS (2), WELDING MACHINES, ULMAC OR EQUAL SPREADER (ALEXANDER,
FRANKLIN, GALLATIN, HAMILTON, HARDIN, JACKSON, JOHNSON, MASSAC, POPE,
PULASKI, SALINE, UNION, WHITE, AND WILLIAMSON COUNTIES) FOOTNOTE A -
HAZARDOUS WASTE PREMIUM: LEVEL (A)-RECEIVE \$3.00 ABOVE RATE; LEVEL (B)-
RECEIVE \$2.00 ABOVE RATE; LEVEL (C)-RECEIVE \$1.50 ABOVE RATE; LEVEL (D)-
RECEIVE \$1.00 ABOVE RATE.....\$ 30.83 32.00 OPERATOR:
POWER EQUIPMENT, CLASS B: OILERS CLASSIFIED AS ASSISTANT OPERATORS, AIR
TRACK DRILL/COMPRESSOR, ALL MACHINES USED TO SWEEP, CLEAN, BROOM OR
REMOVE DEBRIS OR SNOW, ANY TYPE TRACTOR PULLING ROLLER OR DISC,
AUTOMATIC BINS OR SCALES W/COMPRESSOR OR GENERATOR, BULK CEMENT
PLANT W/SEPARATE COMPRESSOR, CONCRETE CURB MACHINE REQUIRING
ELECTRONICS, CONCRETE PLANT ASSISTANT OPERATORS, CONCRETE OR PUMP
CRETE PUMPS, DECK HAND ON BOATS, DREDGE ASSISTANT OPERATOR/MATE,
POWER BROOM, SELF-PROPELLED ROLLER/COMPACTOR, STRAW MULCHER
BLOWER, STUMP CUTTER MACHINE, TWO AIR COMPRESSORS (220 CFM OR OVER),
TWO AIR TRACK DRILLS. AIR COMPRESSOR W/VALVE DRIVING PILING, ASSISTANT
OPERATOR (WHERE REQUIRED REFER TO ARTICLE VII SECTION 9), ELEVATOR
OPERATOR, FORM GRADER, MAN LIFT (SCISSOR LIFT) WHEN LIFTING MATERIALS,
PILDRIVER ACTIVATING AIR OR HYDRAULIC VALVE REGARDLESS OF LOCATION,
RUBBER-TIRED FARM TYPE TRACTOR W/BLADE/BULLDOZER/AUGER/HI-LIFT OF 1/2
YARD OR LESS, SELF-PROPELLED CONCRETE SAW, SELF-PROPELLED ROBOTICS
ROLLER IN USE TWO CONTINUOUS HOURS OR MORE SHALL BE MANNED BY AN
OPERATING ENGINEER, SELF-PROPELLED VIBRATOR, TRUCK CRANE ASSISTANT
OPERATOR, TWO CONVEYORS. (ALEXANDER, FRANKLIN, GALLATIN, HAMILTON,

HARDIN, JACKSON, JOHNSON, MASSAC, POPE, PULASKI, SALINE, UNION, WHITE, AND WILLIAMSON COUNTIES) FOOTNOTE A - HAZARDOUS WASTE PREMIUM: LEVEL (A)-RECEIVE \$3.00 ABOVE RATE; LEVEL (B)-RECEIVE \$2.00 ABOVE RATE; LEVEL (C)-RECEIVE \$1.50 ABOVE RATE; LEVEL (D)-RECEIVE \$1.00 ABOVE RATE.....\$ 38.23

32.00 OPERATOR: POWER EQUIPMENT, CLASS A: ALL OFF ROAD MATERIAL HAULING EQUIPMENT, ALL TERRAIN CRANE, ARTICULATED DUMP, ASPHALT MACHINE SPREADER, ASPHALT PLANT ASSISTANT OPERATOR, ASPHALT PLANT OPERATOR, ASPHALT WIDENER, ASSISTANT OPERATOR ON ROTOMILLS, AUTOGRADER, AUTOMATIC SLIPFORM PAVERS, BACKEND MAN ON ASPHALT MACHINE, BACKHOES, BARREL GRAPPLER DEVICES (ALL), BLACKSMITH, BLADE OPERATORS (ALL), BOAT OPERATORS (ALL) BRIDGES, BOAT PILOTS REQUIRING CERTIFICATION AND/OR LICENSING, DAMS & WATERWAYS, BOILERS, BOOM OR WINCH CAT, BOOM OR WINCH TYPE TRUCKS, BORING MACHINES-HORIZONTAL, CLAMSHELL, ORANGE PEEL OPERATOR, CONCRETE BREAKER, CONCRETE GROOVER, CONCRETE GRINDER, CONCRETE CURB MACHINE, CONCRETE FINISH MACHINE OR SPREADER OPERATOR, CONCRETE MIXER PAVER, CONCRETE PUMP TRUCK, CONCRETE PLANT OPERATOR, CONCRETE WHEEL SAW OPERATORS, CRANES(ALL) TRUCK/TRACK/RUBBER, CRANE (OVERHEAD) OPERATOR, DERRICK GUY OR DERRICK TRUCKS, DITCHING MACHINES (ALL), DOZER OPERATORS, DRAGLINE OR SHOVEL OPERATORS, DREDGE BOOSTER PUMP, DREDGE ENGINEMAN, DREDGE OPERATOR/LEVERMAN, DRILL CAT W/COMPRESSOR MOUNTED, DRILLING OR BORING MACHINE ROTARY-SELF-PROPELLED, ENDLOADERS (ALL) TRACK/RUBBER ELEVATING GRADER, FLEXPLANE, FORKLIFTS/TELE-HANDLERS (ALL), GEOTHERMAL WELL DRILLING, GPS ON MACHINES ALREADY UNDER THE JURISDICTION OF LOCAL 318, GRADALL; GREASERS, HEAVY EQUIPMENT ROBOTICS OPERATOR, HI-LIFT, HOISTS, HOSTING ENGINE, HORIZONTAL DIRECTIONAL DRILL OPERATOR, INCINERATORS (HAZ-MAT ONLY), LASER SCREED, LOCOMOTIVE/OPERATOR, MASTER MECHANIC, MIXERS 21 CU. FT. OR OVER, MOTOR PATROL, PILE DRIVER OPERATOR, PULLS & SCRAPERS, POWER PAC & CONTROLS (PILE DRIVING), PUG MILL, PULVERIZER OR TILLERS, PUSH CATS, QUAD TRAC, ROTOMILLS, ROTATING CAB FORKLIFTS, RUBBER TIRED FARM TRACTOR WITH ATTACHMENTS OVER 1/2 YD., SELF-PROPELLED CHIP SPREADER, SELF-PROPELLED ROLLER W/ATTACHMENTS, SHOT BLASTER/BRIDGE DECK, SHUTTLE BUGGIE, SIDE BOOMS, SKID LOADER (SKID STEERS), SKIMMER SCOOP, SPYDER CRANE, STATIONARY ROCK SLINGER, TRACKHOE AND ALL ATTACHMENTS, TRENCH MACHINE OPEATOR, TUGGERS, ULTRA HIGH PRESSURE WATER JET CUTTING MACHINE, VACUUM, VACUUM BLASTING MACHINE OPERATOR, VAC JET, WELDERS, WELL OR CAISSON DRILLS, WELL POINT PUMPS-2 OR MORE, WOOD CHIPPER W/TRACTOR. (ALEXANDER, FRANKLIN, GALLATIN, HAMILTON, HARDIN, JACKSON, JOHNSON, MASSAC, POPE, PULASKI, SALINE, UNION, WHITE, AND WILLIAMSON COUNTIES) FOOTNOTE A - HAZARDOUS WASTE PREMIUM: LEVEL (A)-RECEIVE \$3.00 ABOVE RATE; LEVEL (B)-RECEIVE \$2.00 ABOVE RATE; LEVEL (C)-RECEIVE \$1.50 ABOVE RATE; LEVEL (D)-RECEIVE \$1.00 ABOVE RATE.....\$ 40.13

32.00 -----

ENGI0520-011 08/01/2025 Rates Fringes POWER EQUIPMENT OPERATOR:
GROUP 09 CERTIFIED CRANE OPERATORS, BELOW 17.5 TONS, WHEN REQUESTED

BY THE CONTRACTOR OR REQUIRED BY THE OWNER. FAYETTE, JEFFERSON, MARION, AND PERRY COUNTIES.....\$ 49.70 39.10 POWER EQUIPMENT OPERATOR: GROUP 06 OPERATORS ON EQUIPMENT WITH BOOMS, INCLUDING JIBS, 100 FT AND OVER, BUT LESS THAN 150 FT FAYETTE, JEFFERSON, MARION, AND PERRY COUNTIES.....\$ 51.45 39.10 POWER EQUIPMENT OPERATOR: GROUP 05 OILERS FAYETTE, JEFFERSON, MARION, AND PERRY COUNTIES.....\$ 43.15 39.10 POWER EQUIPMENT OPERATOR: GROUP 04 FIREMEN ON WHIRLIES AND ASPHALT SPREADER OILER; HEAVY EQUIPMENT OILERS; TRUCK CRANES; MONIGANS; LARGE OVER 65 TONS CAPACITY; CONCRETE PLANT OILER AND BLACK TOP PLANT OILER FAYETTE, JEFFERSON, MARION, AND PERRY COUNTIES.....\$ 43.15 39.10 POWER EQUIPMENT OPERATOR: GROUP 03 AIR COMPRESSOR ONE; WATER PUMP REGARDLESS OF SIZE ONE; WELDING MACHINE ONE; 1-BAG MIXER ONE; CONVEYOR ONE; SIPHON OR JET; LIGHT PLANT ONE; HEATER ONE; IMMOBILE TRACK AIR ONE FAYETTE, JEFFERSON, MARION, AND PERRY COUNTIES.....\$ 43.09 39.10 POWER EQUIPMENT OPERATOR: GROUP 02 ASSISTANT OPERATORS FAYETTE, JEFFERSON, MARION, AND PERRY COUNTIES.....\$ 47.57

39.10 POWER EQUIPMENT OPERATOR: GROUP 01 CRANES, DRAGLINES, SHOVELS, SKIMMER SCOOPS, CLAMSHELLS OR DERRICK BOATS, PILE DRIVERS, CRANE-TYPE BACKHOES, ASPHALT PLANT OPERATORS, CONCRETE PLANT OPERATORS, DREDGES, ASPHALT SPREADING MACHINES, SCREWS ON ASPHALT SPREADING MACHINES, ALL LOCOMOTIVES, CABLE WAYS OR TOWER MACHINES, HOISTS, HYDRAULIC BACKHOES, DITCHING MACHINES, OR BACKFILLER, CHERRYPICKERS, OVERHEAD CRANES, ROLLER, STEAM OR GAS, CONCRETE PAVERS, EXCAVATOR CONCRETE BREAKERS, CONCRETE PUMPS, BULK CEMENT PLANTS, CEMENT PUMPS, DERRICKTYPE DRILLS, BOAT OPERATORS, MOTOR GRADERS OR PUSHCATS, SCOOPS OR TOUMAPULLS, BULLDOZERS, ENDLOADERS OR FORK LIFTS, POWER BLADE OR ELEVATING GRADERS, WINCH CATS, BOOM OR WINCH TRUCKS OR BOOM TRACTORS, PIPE WRAPPING OR PAINTING MACHINES, ASPHALT PLANT ENGINEER, JOURNEYMAN LUBRICATING ENGINEER, DRILLS (OTHER THAN DERRICK TYPE), MUD JACKS, OR WELL DRILLING MACHINES, BORING MACHINES OR TRACK JACKS, MIXERS, CONVEYORS (TWO), AIR COMPRESSORS (TWO) WATER PUMPS, REGARDLESS OF SIZE (TWO), WELDING MACHINES (TWO), SIPHONS OR JETS (TWO), WINCH HEAD OR APPARATUSES (TWO), LIGHT PLANTS (TWO), WATERBLASTERS (TWO), ALL TRACTORS, REGARDLESS OF SIZE (STRAIGHT TRACTOR ONLY), FIREMAN ON STATIONARY BOILERS, AUTOMATIC ELEVATORS, FORM GRADING MACHINES, FINISHING MACHINES, POWER SUB-GRADER OR RIBBON MACHINES, LONGITUDINAL FLOATS, DISTRIBUTOR OPERATORS ON TRUCKS, WINCH HEADS OR APPARATUSES (ONE), MOBIL TRACK AIR AND HEATERS (TWO TO FIVE), HEAVY EQUIPMENT GREASER, RELIEF OPERATOR, ASSISTANT MASTER MECHANIC AND HEAVY DUTY MECHANIC, CONCRETE SAWS OF ALL TYPES AND SIZES WITH THEIR ATTACHMENTS, GOBHOPPERS, EXCAVATORS ALL SIZES, THE REPAIR, GREASING, AND FUELING OF ALL DIESEL HAMMERS, THE OPERATION, SET-UP AND CLEANING OF BIDWELLS, CONCRETE PLACEMENT BOOMS, THE ALTERATIONS, REPAIR OF ALL BARGES, WATER BLASTERS OF ALL SIZES AND THEIR CLUTCHES, MOBILE LIFTS, HYDRAULIC JACKS WHERE USED FOR HOISTING, DIESEL OR GAS POWERED FLASHING SIGNS USED FOR TRAFFIC CONTROL, MICRO PAVERS, LOG SKIDERS, ICEOLATORS USED ON AND OFF

OF PIPELINE, CONDOR CRANES, DRILL RIGS OF ALL SIZES, BOW BOATS, SURVEY BOATS, ROSS CARRIERS, BOB-CATS AND ALL THEIR ATTACHMENTS, SKID STEER LOADERS AND ALL THEIR ATTACHMENTS, CRETER CRANE, DIRECT DRIVE ELECTRIC MOTORS THE BOLTING AND UNBOLTING THE ADJUSTING AND SHIMMING, (DEWATERINGJOBS, WHIRLEY CRANE, CONVEYOR BELTS) ETC., BATCH PLANTS (ALL SIZES), ROTO MILLS, CONVEYORS SYSTEMS OF ANY SIZE AND ANY CONFIGURATION, HYDROSEEDERS AND STRAWBLOWERS ALL SIZES, OPERATION, REPAIR, SERVICE OF ALL VIBRATORY HAMMERS, ALL POWER PACS AND THEIR CONTROLS REGARDLESS OF LOCATION, CURTAINS OR BRUSH BURNING MACHINES, STUMP CUTTER MACHINES, GROUT MACHINES REGARDLESS OF SIZE, NAIL LAUNCHERS WHEN MOUNTED ON A MACHINE OR SELF-PROPELLED, CON-COVER MACHINES, GOLDHOFER AND SIMILAR S.P.M.T. (SELF-PROPELLED MODULAR TRANSPMIERS) HEAVY TRANSPORT UNITS AND ALL OPERATORS (EXCEPT THOSE LISTED BELOW).
 FAYETTE, JEFFERSON, MARION, AND PERRY COUNTIES.....\$ 48.70 39.10
 POWER EQUIPMENT OPERATOR GROUP 12 LICENSED BOAT PILOT (FAYETTE, JEFFERSON, MARION, AND PERRY COUNTIES).....\$ 51.70
 39.10 POWER EQUIPMENT OPERATOR GROUP 11 MASTER MECHANIC (FAYETTE, JEFFERSON, MARION, AND PERRY COUNTIES)....\$ 50.70 39.10 -----

ENGI0841-005 04/01/2023 Rates Fringes OPERATOR: POWER EQUIPMENT, GROUP 2 CONCRETE MIXERS WITHOUT SKIPS, ROCK CRUSHER, DITCHING MACHINE UNDER 6', CURBING MACHINE, ONE DRUM MACHINES WITHOUT TOWER OR BOOM, AIR TUGGER, SELF-PROPELLED CONCRETE SAW, MACHINE- MOUNTED POST HOLE DIGGER, TWO TO FOUR GENERATORS, WATER PUMPS, OR WELDING MACHINES, WITHIN 400FT., AIR COMPRESSOR 600 CU. FT. AND UNDER, ROLLERS ON AGGREGATE AND SEAL COAT SURFACES, FORK LIFTS (WHEN USED FOR LANDSCAPING WORK, CONCRETE AND BLACKTOP CURB MACHINE, FARM TRACTOR WITH LESS THAN HALF YARD BUCKET, ONE WATER PUMP, OILERS, AIR VALVES OR STEAM VALVES, ONE WELDING MACHINE, TRUCK JACK, MUD JACK, GUNNITE MACHINE, HOUSE ELEVATORS WHEN USED FOR HOISTING MATERIAL, ENGINE TENDERS, WAGON DRILL, FLEX PLANE, CONVEYOR, SIPHONS AND PULSOMETER, SWITCHMAN, FIREMAN ON PAINT POTS, FIREMAN ON ASPHALT PLANTS, DISTRIBUTOR OPERATORS ON TRUCKS, TAMPERS, SELF- PROPELLED POWER BROOM, STRIPING MACHINE (MOTOR DRIVEN), FORM TAMPER, BULK CEMENT PLANT EQUIPMENT GREASER, DECK HANDS, TRUCK CRANE OILER-DRIVER, CEMENT BLIMPS, FORM GRADER, TEMPORARY HEAT, THROTTLE VALVE, FARM TRACTOR, SUPER SUCKER (AND SIMILAR TYPE OF EQUIPMENT) (CHAMPAIGN, CLARK, COLES, CUMBERLAND, DOUGLAS, EDGAR, MOULTRIE, AND VERMILION COUNTIES)...\$ 30.05 26.00 OPERATOR: POWER EQUIPMENT, GROUP 1 POWER CRANES, DRAGLINES, DERRICKS, SHOVELS, GRADALLS, MECHANICS, TRACTOR HIGHLIFT, TOURNADOZER, CONCRETE MIXERS WITH SKIP, TOURNAMIXER, TWO-DRUM MACHINE, ONE-DRUM HOIST WITH TOWER OR BOOM, CABLEWAYS, TOWER MACHINES, MOTOR PATROL, BOOM TRACTOR, BOOM OR WINCH TRUCK, WINCH OR HYDRAULIC BOOM TRUCK, TRUCK CRANE, TOURNAPULL, TRACTOR OPERATING SCOOPS, BULLDOZER, PUSH TRACTOR, ASPHALT PLANER, FINISHING MACHINE ON ASPHALT, LARGE ROLLERS ON EARTH, ROLLERS ON ASPHALT MIX, ROSS CARRIER OR SIMILAR MACHINE, GRAVEL PROCESSING MACHINE,

ASPHALT PLANT ENGINEER, PAVER OPERATOR, FARM TRACTOR WITH HALF YARD BUCKET AND/OR BACKHOE ATTACHMENTS, DREDGE ENGINEER, OR DREDGE OPERATOR, CENTRAL MIX PLANT ENGINEER, CMI OR SIMILAR TYPE MACHINE, TRUCK OR SKID MOUNTED CONCRETE PUMP, TOWER CRANE, ENGINE OR ROCK CRUSHER PLANT, CONCRETE PLANT ENGINEER, DITCHING MACHINE WITH DUAL ATTACHMENT, TRACTOR MOUNTED LOADERS, CHERRY PICKER, HYDRO CRANE, STANDARD OR DINNEY LOCOMOTIVES, SCOOPMOBILES, EUCLID LOADER, SOIL CEMENT MACHINE, BACK FILLER, ELEVATING MACHINE, POWER BLADE, DRILLING MACHINES INCLUDING WELL TESTING, CAISSONS, SHAFT OR ANY SIMILAR TYPE DRILLING MACHINES, MOTOR DRIVEN PAINT MACHINE, PIPE CLEANING MACHINE, PIPE WRAPPING MACHINE, PIPE BENDING MACHINE, APS CO PAVER, BORING MACHINE, (HEAD EQUIPMENT GREASED), BARBER- GREENE LOADERS, FORMLESS PAVER, (WELL POINT SYSTEM), CONCRETE SPREADER, HYDRA AX, SPAN SAW AND SIMILAR TYPES, MARINE SCOOPS, BRUSH MULCHER, BRUSH BURNER, MESH PLACER, TREE MOVER, HELICOPTER CREW (3), PILEDRIER - SKID OR CRAWLER, STUMP REMOVER, ROOT RAKE, TUG BOAT OPERATOR, REFRIGERATING MACHINE, FREEZING OPERATOR, CHAIR CART-SELF PROPELLED, HYDRA SEEDER, STRAW BLOWER, POWER SUB GRADER, BULL FLOAT, FINISHING MACHINE, SELF-PROPELLED PAVEMENT BREAKER (BACKHOE ATTACHED), LULL (OR SIMILAR TYPE MACHINE), TWO AIR COMPRESSORS, COMPRESSORS HOOKED IN MANIFOLD, OVERHEAD CRANE, CHIP SPREADER, MUD CAT, SULL-AIR FORK LIFTS (EXCEPT WHEN USED FOR LANDSCAPING WORK), SOIL STABILIZER (SEAMAN TILLER, BO MAG, RAGO GATOR AND SIMILAR TYPES OR EQUIPMENT), TUBE FLOAT, SPRAY MACHINE, CURING MACHINE, CONCRETE OR ASPHALT MIL (CHAMPAIGN, CLARK, COLES, CUMBERLAND, DOUGLAS, EDGAR, MOULTRIE, AND VERMILION COUNTIES).....\$ 45.15 26.00

ENGI0841-006 04/01/2023 Rates Fringes OPERATOR: POWER EQUIPMENT, GROUP 2 CONCRETE MIXERS WITHOUT SKIPS, ROCK CRUSHER, DITCHING MACHINE UNDER 6', CURBING MACHINE, ONE DRUM MACHINES WITHOUT TOWER OR BOOM, AIR TUGGER, SELF-PROPELLED CONCRETE SAW, MACHINE- MOUNTED POST HOLE DIGGER, TWO TO FOUR GENERATORS, WATER PUMPS, OR WELDING MACHINES, WITHIN 400FT., AIR COMPRESSOR 600 CU. FT. AND UNDER, ROLLERS ON AGGREGATE AND SEAL COAT SURFACES, FORK LIFTS (WHEN USED FOR LANDSCAPING WORK, CONCRETE AND BLACKTOP CURB MACHINE, FARM TRACTOR WITH LESS THAN HALF YARD BUCKET, ONE WATER PUMP, OILERS, AIR VALVES OR STEAM VALVES, ONE WELDING MACHINE, TRUCK JACK, MUD JACK, GUNNITE MACHINE, HOUSE ELEVATORS WHEN USED FOR HOISTING MATERIAL, ENGINE TENDERS, WAGON DRILL, FLEX PLANE, CONVEYOR, SIPHONS AND PULSOMETER, SWITCHMAN, FIREMAN ON PAINT POTS, FIREMAN ON ASPHALT PLANTS, DISTRIBUTOR OPERATORS ON TRUCKS, TAMPERS, SELF- PROPELLED POWER BROOM, STRIPING MACHINE (MOTOR DRIVEN), FORM TAMPER, BULK CEMENT PLANT EQUIPMENT GREASER, DECK HANDS, TRUCK CRANE OILER_ DRIVER, CEMENT BLIMPS, FORM GRADER, TEMPORARY HEAT, THROTTLE VALVE, FARM TRACTOR, SUPER SUCKER (AND SIMILAR TYPE OF EQUIPMENT) (CLAY, CRAWFORD, EDWARDS, EFFINGHAM, JASPER, LAWRENCE, RICHLAND, WABASH, AND WAYNE COUNTIES).....\$ 30.05

26.00 OPERATOR: POWER EQUIPMENT, GROUP 1 POWER CRANES, DRAGLINES,

DERRICKS, SHOVELS, GRADALLS, MECHANICS, TRACTOR HIGHLIFT, TOURNADOZER, CONCRETE MIXERS WITH SKIP, TOURNAMIXER, TWO-DRUM MACHINE, ONE-DRUM HOIST WITH TOWER OR BOOM, CABLEWAYS, TOWER MACHINES, MOTOR PATROL, BOOM TRACTOR, BOOM OR WINCH TRUCK, WINCH OR HYDRAULIC BOOM TRUCK, TRUCK CRANE, TOURNAPULL, TRACTOR OPERATING SCOOPS, BULLDOZER, PUSH TRACTOR, ASPHALT PLANER, FINISHING MACHINE ON ASPHALT, LARGE ROLLERS ON EARTH, ROLLERS ON ASPHALT MIX, ROSS CARRIER OR SIMILAR MACHINE, GRAVEL PROCESSING MACHINE, ASPHALT PLANT ENGINEER, PAVER OPERATOR, FARM TRACTOR WITH HALF YARD BUCKET AND/OR BACKHOE ATTACHMENTS, DREDGE ENGINEER, OR DREDGE OPERATOR, CENTRAL MIX PLANT ENGINEER, CMI OR SIMILAR TYPE MACHINE, TRUCK OR SKID MOUNTED CONCRETE PUMP, TOWER CRANE, ENGINE OR ROCK CRUSHER PLANT, CONCRETE PLANT ENGINEER, DITCHING MACHINE WITH DUAL ATTACHMENT, TRACTOR MOUNTED LOADERS, CHERRY PICKER, HYDRO CRANE, STANDARD OR DINKEY LOCOMOTIVES, SCOOPMOBILES, EUCLID LOADER, SOIL CEMENT MACHINE, BACK FILLER, ELEVATING MACHINE, POWER BLADE, DRILLING MACHINES INCLUDING WELL TESTING, CAISSONS, SHAFT OR ANY SIMILAR TYPE DRILLING MACHINES, MOTOR DRIVEN PAINT MACHINE, PIPE CLEANING MACHINE, PIPE WRAPPING MACHINE, PIPE BENDING MACHINE, APSCO PAVER, BORING MACHINE, (EQUIPMENT GREASED), BARBER- GREENE LOADERS, FORMLESS PAVER, (WELL POINT SYSTEM), CONCRETE SPREADER, HYDRA AX, SPAN SAW AND SIMILAR TYPES, MARINE SCOOPS, BRUSH MULCHER, BRUSH BURNER, MESH PLACER, TREE MOVER, HELICOPTER CREW (3), PILEDRIIVER - SKID OR CRAWLER, STUMP REMOVER, ROOT RAKE, TUG BOAT OPERATOR, REFRIGERATING MACHINE, FREEZING OPERATOR, CHAIR CART-SELF PROPELLED, HYDRA SEEDER, STRAW BLOWER, POWER SUB GRADER, BULL FLOAT, FINISHING MACHINE, SELF-PROPELLED PAVEMENT BREAKER (BACKHOE ATTACHED), LULL (OR SIMILAR TYPE MACHINE), TWO AIR COMPRESSORS, COMPRESSORS HOOKED IN MANIFOLD, OVERHEAD CRANE, CHIP SPREADER, MUD CAT, SULL-AIR FORK LIFTS (EXCEPT WHEN USED FOR LANDSCAPING WORK), SOIL STABILAZER (SEAMAN TILLER, BO MAG, RAGO GATOR AND SIMILAR TYPES OR EQUIPMENT), TUBE FLOAT, SPRAY MACHINE, CURING MACHINE, CONCRETE OR ASPHALT MILLING MACHINE, SNOOPER TRUCK OPERATOR. (CLAY, CRAWFORD, EDWARDS, EFFINGHAM, JASPER, LAWRENCE, RICHLAND, WABASH, AND WAYNE COUNTIES).....\$ 45.15 26.00 -----

ENGI0965-005 05/01/2023 Rates Fringes POWER EQUIPMENT OPERATOR
 GROUP 4 LATTICE BOOM CRAWLER CRANE, LATTICE BOOM TRUCK CRANE, TELESCOPIC TRUCK MOUNTED CRANE, TOWER CRANE (CHRISTIAN, DE WITT, PIATT, AND SHELBY COUNTIES) PREMIUM PAY- CRANES WITH BOOMS - 120-200 FT. 1.00 PER HOUR; 150 FT. .02 PER FOOT FOR EACH FOOT ABOVE 200; MULTIPLE UNIT MACHINES- 1.00 PER HOUR; UNDERGROUND WORK-.50 PER HOUR; UNDER AIR PRESSURE- .50 PER HOUR; LONG BOOMS ON STATIONARY CRANES - 1.00 PER HOUR. ABOVE LONG BOOM SCALE. HAZARDOUS WASTE/ASBESTOS REMOVAL WORKERS: LEVEL A: (HIGHEST LEVEL OF RESPIRATORY, SKIN, AND EYE PROTECTION) RECEIVES \$2.00 PER HOUR ABOVE JOURNEYMAN. LEVEL B: (SAME AS LEVEL A, BUT A LOWER LEVEL OF SKIN PROTECTION) RECEIVES \$1.50 PER HOUR ABOVE JOURENYMAN. LEVEL C: (SAME AS LEVEL B, BUT A LOWER LEVEL OF RESPIRATORY PROTECTION) RECEIVES

\$1.00 PER HOUR ABOVE JOURNEYMAN.....\$ 42.32 28.75

POWER EQUIPMENT OPERATOR GROUP 3 AIR COMPRESSOR, TRACK OR SELF-PROPELLED; BULK CEMENT BATCHING- PLANTS; CONVEYORS; CONCRETE MIERS (EXCEPT PLANT,PAVER,TOWER) FIREMENT, GENERATORS; GREASERS; LIGHT PLANTS; MECHANICAL THEATER; OILERS; POWER FROM GRADERS; POWER SUB-GRADER; PUG MILL, WHEN USED OTHER THAN ASPHALT OPERATION; ROOLERS (EXCEPT BITUMIN OUS); TRACTORS W/O POWER ATTACHMENTS REGARDLESS OF SIZE OR TYPE; TRUCK CRANE OILER; & DRIVER (ONE MAN); VIBRATORY HAMMER; WATER PUMP; WELDING MACHINE (ONE 300 AMP OR OVER) COMBINATIONS OF FIVE OF ANY AIR COMPRESSORS; CONVEYORS, WELDING MACHINES, WATER PUMPS; LIGHT PLANTS OR GENERATORS SHALL BE IN BATTERIES OR WITHIN 300 FT. (CHRISTIAN, DE WITT, PIATT, AND SHELBY COUNTIES) PREMIUM PAY- CRANES WITH BOOMS - 120-200 FT. 1.00 PER HOUR; 150 FT. .02 PER FOOT FOR EACH FOOT ABOVE 200; MULTIPLE UNIT MACHINES- 1.00 PER HOUR; UNDERGROUND WORK-.50 PER HOUR; UNDER AIR PRESSURE- .50 PER HOUR; LONG BOOMS ON STATIONARY CRANES - 1.00 PER HOUR. ABOVE LONG BOOM SCALE. HAZARDOUS WASTE/ASBESTOS REMOVAL WORKERS: LEVEL A: (HIGHEST LEVEL OF RESPIRATORY, SKIN, AND EYE PROTECTION) RECEIVES \$2.00 PER HOUR ABOVE JOURNEYMAN. LEVEL B: (SAME AS LEVEL A, BUT A LOWER LEVEL OF SKIN PROTECTION) RECEIVES \$1.50 PER HOUR ABOVE JOURENYMAN. LEVEL C: (SAME AS LEVEL B, BUT A LOWER LEVEL OF RESPIRATORY PROTECTION) RECEIVES \$1.00 PER HOUR ABOVE JOURNEYMAN.....\$ 34.30 28.75

POWER EQUIPMENT OPERATOR GROUP 2 ASPHALT BOOSTER & HEATER; ASPHALT DISTRIBUTOR; ASPHALT PLANT FIREMAN;BUILDING ELEVATOR; BULL FLOAT OR FLEXPLANE; CONCRETE FINSHING MACHINE; CONCRETE SAW, SELF PROPELLED; CONCRETE SPREADER MACHINE; GRAVEL OR STONE SPREADER, POWER OPERATED; HOIST AUTOMATIC; HOIST WITH ONE DRUM & ONE LOAD LINE; OILER ON 2 PAVING MIXERS WHEN USED IN TANDEM BOOM OR WINCH TRUCK; OST HOLE DIGGERS; MECHANICAL; ROAD OR STREET SWEEPER, SELF-PROPELLED; SCISSORS HOIST; SEAMAN TILLER; STRAW MACHINE; VIBRATORY COMPACTOR; WELL DRILL MACHINE; & MUD JACKS. (CHRISTIAN, DE WITT, PIATT, AND SHELBY COUNTIES) PREMIUM PAY- CRANES WITH BOOMS - 120-200 FT. 1.00 PER HOUR; 150 FT. .02 PER FOOT FOR EACH FOOT ABOVE 200; MULTIPLE UNIT MACHINES- 1.00 PER HOUR; UNDERGROUND WORK-.50 PER HOUR; UNDER AIR PRESSURE- .50 PER HOUR; LONG BOOMS ON STATIONARY CRANES - 1.00 PER HOUR. ABOVE LONG BOOM SCALE. HAZARDOUS WASTE/ASBESTOS REMOVAL WORKERS: LEVEL A: (HIGHEST LEVEL OF RESPIRATORY, SKIN, AND EYE PROTECTION) RECEIVES \$2.00 PER HOUR ABOVE JOURNEYMAN. LEVEL B: (SAME AS LEVEL A, BUT A LOWER LEVEL OF SKIN PROTECTION) RECEIVES \$1.50 PER HOUR ABOVE JOURENYMAN. LEVEL C: (SAME AS LEVEL B, BUT A LOWER LEVEL OF RESPIRATORY PROTECTION) RECEIVES \$1.00 PER HOUR ABOVE JOURNEYMAN.....\$ 38.18 28.75

POWER EQUIPMENT OPERATOR GROUP 1 ASPHALT PLANT ENGINEER; ASPHALT SCREED MAN; APSCO CONCRETE SPREADER; ASPHALT PAVER; ASPHALT ROLLER ON BITUMINOUS CONTRETE; ATHEY LOADERS; CABLEWAYS; CHERRY PICKER; CLAMSHELL; C.M.I. & SIMILAR TYPE AUTOGRADE FORMLESS PAVER,AUTGRADE PLACER & FINISHER; CONCRETE BREAKER;CONCRETE PLANT OPER; CONCRETE PUMPS; CRANES; DERRICKS;DERRICK BOATS; DRAGLINES; EARTH AUGER BORING

MACHINE, ELEVATING GRADERS; ENGINEERS ON DREDGE; GRAVEL PROCESSING MACHINES; HEAD EQUIPMENT GREASER; HIGH LIFT OR FORK LIFT; HOIST WITH TWO DRUMS OR 2 OR MORE LOADLINES; LOCOMOTIVE; MECHANICS; MOTOR GRADERS OR AUTO PATROLS; OPERATORS OR LEVELMAN ON DREDGES; POWER BOAT OPER; PUG MILL OPER; (ASPHALT PLAT); ORANGE PEELS; OVERHEAD CRANES; PAVING MIXER; PILEDRIVERS; PIPE WRAPER & PAINTING MACHINES; PUSH DOZERS, OR PUSH CATS; ROCK CRUSHER; ROSS CARRIER OR SIMILAR MACHINE; SCOOPS; SKIMMERS 2 CU YD CAPACITY & UNDER: SHEEP FOOT ROLLER (SELF PROPELLED); SHOVELS; SKIMMER; SCOOPS; TEST HOLE DRILLING MACHINES; TOWER MACHINE; TOWER MIXER; TRACK TUPE & LOADERS; TRACK TYPE FORKLIFTS OR HIGH LIFTS; TRACK JACKS & TAMPERS; TRACKORS; SIDEBOOM; TRENCHING MACHINE; DITCHING MACHINE; TUNNEL LUGGER; WHEEL TYPE END LOADER; WINCH CAT; SCOOPS (ALLOR Tournapull) (CHRISTIAN, DE WITT, PIATT, AND SHELBY COUNTIES) PREMIUM PAY-CRANES WITH BOOMS - 120-200 FT. 1.00 PER HOUR; 150 FT. .02 PER FOOT FOR EACH FOOT ABOVE 200; MULTIPLE UNIT MACHINES- 1.00 PER HOUR; UNDERGROUND WORK-.50 PER HOUR; UNDER AIR PRESSURE- .50 PER HOUR; LONG BOOMS ON STATIONARY CRANES - 1.00 PER HOUR. ABOVE LONG BOOM SCALE. HAZARDOUS WASTE/ASBESTOS REMOVAL WORKERS: LEVEL A: (HIGHEST LEVEL OF RESPIRATORY, SKIN, AND EYE PROTECTION) RECEIVES \$2.00 PER HOUR ABOVE JOURNEYMAN. LEVEL B: (SAME AS LEVEL A, BUT A LOWER LEVEL OF SKIN PROTECTION) RECEIVES \$1.50 PER HOUR ABOVE JOURENYMAN. LEVEL C: (SAME AS LEVEL B, BUT A LOWER LEVEL OF RESPIRATORY PROTECTION) RECEIVES \$1.00 PER HOUR ABOVE JOURNEYMAN.....\$ 40.71 28.75 -----

IRON0022-005 06/01/2025 Rates Fringes IRONWORKER (CLARK, CLAY, COLES, CRAWFORD, CUMBERLAND, EDGAR, EFFINGHAM, IROQUOIS, JASPER, LAWRENCE, AND RICHLAND COUNTIES).....\$ 38.00 26.39 -----

IRON0103-005 08/01/2024 Rates Fringes IRONWORKER (CLAY (LOUISVILLE & SOUTH THEREOF), EDWARDS, FRANKLIN (NORTHEAST CORNER), GALLATIN, HAMILTON, JEFFERSON (EAST OF MT. VERNON), LAWRENCE (SOUTHERN HALF INCLUDING LAWRENCEVILLE), MARION (SOUTHEAST), RICHLAND (SOUTHERN HALF), SALINE (NORTHEASTERN 1/3), WABASH, WAYNE, AND WHITE COUNTIES).....\$ 35.34 26.40 -----

IRON0380-001 05/01/2024 Rates Fringes IRONWORKER (CHAMPAIGN, DE WITT (EASTERN HALF), DOUGLAS, EDGAR, FORD, IROQUOIS, MOULTRIE, PIATT, AND VERMILION COUNTIES).....\$ 37.71 29.65 -----

IRON0392-005 08/01/2024 Rates Fringes IRONWORKER (CLAY (REMAINDER), FAYETTE (EXCLUDES ST. ELMO AND AREA NORTH THEREOF), FRANKLIN (NORTHWEST CORNER), JACKSON (ANA & ELKSVILLE TWPS), JEFFERSON (MOUNT VERNON & AREA WEST THEREOF), MARION (REMAINDER), AND PERRY

COUNTIES).....\$ 41.65 31.18 -----

IRON0782-004 08/01/2025 Rates Fringes IRONWORKER (ALEXANDER,
 FRANKLIN, HARDIN, JACKSON (EXCLUDES AVA AND ELKVILLE TWPS), JOHNSON,
 MASSAC, POPE, PULASKI, SALINE (EXCLUDES VICINITY OF EL DORADO AND ARE NE
 THEREOF), UNION, AND WILLIAMSON COUNTIES).....\$ 37.66
 32.10 -----

LABO0159-001 05/01/2024 Rates Fringes LABORER: GENERAL LABORER
 (CLARK, COLES, CUMBERLAND, DOUGLAS, EDGAR, MOULTRIE (NORTH), AND SHELBY
 COUNTIES).....\$ 32.19 28.90 LABORER: ASBESTOS
 ABATEMENT WORKER (CLARK, COLES, CUMBERLAND, DOUGLAS, EDGAR, MOULTRIE
 (NORTH), AND SHELBY COUNTIES).....\$ 35.19 28.90 -----

LABO0159-007 05/01/2024 Rates Fringes LABORER: GENERAL LABORER
 (MOULTRIE COUNTY (SOUTH))..\$ 32.19 29.24 LABORER: ASBESTOS
 ABATEMENT WORKER (MOULTRIE COUNTY (SOUTH)).....\$ 35.19
 29.24 -----

LABO0477-008 05/01/2024 Rates Fringes LABORER: GENERAL LABORER
 (CHRISTIAN COUNTY).....\$ 32.17 29.26 LABORER: ASBESTOS ABATEMENT
 WORKER (CHRISTIAN COUNTY).....\$ 35.17 29.26 -----

LABO0703-001 05/01/2024 Rates Fringes LABORER: GENERAL LABORER
 (CHAMPAIGN, DE WITT, AND PIATT COUNTIES).....\$ 33.82
 28.44 LABORER: ASBESTOS ABATEMENT WORKER (CHAMPAIGN, DE WITT, AND PIATT
 COUNTIES).....\$ 36.82 28.44 -----

LABO0703-007 05/01/2024 Rates Fringes LABORERS: GENERAL LABORER
 (VERMILION COUNTY).....\$ 32.69 28.44 LABORERS: ASBESTOS ABATEMENT
 WORKER (VERMILION COUNTY).....\$ 35.69 28.44 -----

LABO0751-001 06/01/2023 Rates Fringes LABORER GROUP 2 ASBESTOS
 ABATEMENT WORKER AND HAZARDOUS WASTE WORKER; DYNAMITE MAN; LEAD
 BASE PAINT ABATEMENT WORKER (FORD AND IROQUOIS
 COUNTIES).....\$ 43.25 33.59 LABORER GROUP 1
 GENERAL LABORER AND SKILLED LABORER - HANDLING OF MATERIALS TREATED
 WITH OIL, CREOSOTE, ASPHALT AND/OR FORIEGN MATERIAL HARMFUL TO SKIN OR
 CLOTHING; TRACK LABORERS; CEMENT HANDLERS; CHLORIDE HANDLERS;
 UNLOADING AND LABORERS WITH STEEL WORKERS AND RE-BARS; CONCRETE
 WORKERS (WET); BATCH DUMPERS; MASON TENDERS; KETTLE AND TAR MEN; TANK
 CLEANERS; PLASTIC INSTALLERS; SCAFFOLD WORKERS; MOTORIZED BUGGIES OR
 MOTORIZED UNIT USED FOR WET CONCRETE OR HANDLING OF BUILDING
 MATERIALS; LABORERS WITH DE-WATERING SYSTEMS; SEWER WORKERS PLUS

DEPTH; VIBRATOR OPERATORS; MOTOR MIXER OPERATORS; CEMENT SILICA, CLAY, FLY ASH, LIME AND PLASTERS, HANDLERS (BULK OR BAG); COFFERDAM WORKERS PLUS DEPTH; CONCRETE PAVING, PLACING, CUTTING AND TYING OF REINFORCING; DECK HAND, DREDGE HAND AND SHORE LABORERS; BANKMEN ON FLOATING PLANT; ASPHALT WORKERS WITH MACHINE AND LAYERS; GRADE CHECKER; POWER TOOLS; DRIVING ALL STAKES, STRINGLINES FOR ALL MACHINERY; SETTING AND BUILDING OF MANHOLES AND CATCH BASINS; STRIPPING OF ALL CONCRETE FORMS EXCEPT PAVING FORMS; ALL CONCRETE PAVING AND SLOPE WALLS, PLACING, CUTTING AND TYING OF REINFORCING (RE-BARS AND WIRE MESH); CAISSON WORKERS PLUS DEPTH; GUNNITE NOZZLE MEN; LEAD MAN ON SEWER WORK; WELDERS, CUTTERS, BURNERS, & TORCHMEN; CHAIN SAW OPERATORS; PAVING BREAKER, JACKHAMMER & DRILL OPERATORS; LAYOUT MAN AND/OR TILE LAYER; STEEL FORM SETTERS (STREET & HWY); AIR TAMPING HAMMERMAN; SIGNALMAN ON CRANE; CONCRETE SAW OPERATOR; SCREENMAN ON ASPHALT PAVERS; FRONT END MAN ON CHIP SPREADER; LABORERS TENDING MASONS WITH HOT MATERIALS OR WHERE FOREIGN MATERIALS ARE USED; MULTIPLE CONCRETE DUCT-LEADMAN; LUTEMAN; ASPHALT RAKER; CURB ASPHALT MACHINE OPERATOR; READY MIX SCALEMEN, PERMANENT, PORTABLE OR TEMPORARY PLANT; LABORERS HANDLING MASTERPLATE OR SIMILAR MATERIALS; LASER BEAM OPERATOR; CORING MACHINE OPERATOR; PLASTERER TENDERS; UNDERPINNING AND SHORING OF BUILDING; MATERIAL SELECTOR WHEN WORKING WITH FIREBRICK OR CASTABLE MATERIALS; FIRE WATCH; SIGNALING OF ALL POWER EQUIPMENT; TREE TOPPER OR TRIMMER; TUNNEL HELPERS IN FREE AIR; ROD AND CHAINMEN WITH LEAD SURVEYORS, SURVEYORS, AND TECHNICAL ENGINEERS; CONCRETE BURNING MACHINE OPERATOR (FORD AND IROQUOIS COUNTIES).....\$ 42.25 33.59 -----

LABO0773-003 04/01/2025 Rates Fringes LABORER: GENERAL LABORER (ALEXANDER, FRANKLIN, GALLATIN, HARDIN, JACKSON, JOHNSON, MASSAC, PERRY, POPE, PULASKI, SALINE, UNION, AND WILLIAMSON COUNTIES).....\$ 35.15 27.89 LABORER: ASBESTOS ABATEMENT WORKER (ALEXANDER, FRANKLIN, GALLATIN, HARDIN, JACKSON, JOHNSON, MASSAC, PERRY, POPE, PULASKI, SALINE, UNION, AND WILLIAMSON COUNTIES).....\$ 37.15 27.99 -----

LABO1197-002 04/01/2025 Rates Fringes LABORER: GENERAL LABORER (CLAY, CRAWFORD, EDWARDS, EFFINGHAM, FAYETTE, HAMILTON. JASPER, JEFFERSON, LAWRENCE, MARION, RICHLAND, WABASH, WAYNE, AND WHITE COUNTIES).....\$ 35.15 27.89 LABORER: ASBESTOS ABATEMENT WORKER (CLAY, CRAWFORD, EDWARDS, EFFINGHAM, FAYETTE, HAMILTON. JASPER, JEFFERSON, LAWRENCE, MARION, RICHLAND, WABASH, WAYNE, AND WHITE COUNTIES).....\$ 37.15 27.99 -----

MARB0054-001 05/01/2010 Rates Fringes MARBLE, TILE & TERRAZZO WORKERS (CLAY, EDWARDS, LAWRENCE, RICHLAND, WABASH, AND WAYNE COUNTIES).....\$ 29.60 13.33 -----

PAIN0030-010 06/01/2023 Rates Fringes PAINTER: BRUSH, ROLLER,
PRESSURE ROLLER, SPRAY, AIRLESS SPRAY, SANDBLASTING, TAPER, DRYWALL
TAPER/FINISHER, STRUCTURAL STEEL, AND BRIDGES (BUREAU, FORD, HANCOCK, LA
SALLE, LIVINGSTON, MCDONOUGH, MCLEAN, PUTNAM AND STARK COUNTIES).....\$
40.00 26.90 -----

PAIN0032-004 09/01/2022 Rates Fringes PAINTER (ALEXANDER, FRANKLIN,
GALLATIN, HARDIN, JACKSON, JOHNSON, PERRY, POPE, PULASKI, SALINE, UNION,
AND WILLIAMSON COUNTIES) EPOXY OR TOXIC-LEAD-BASED PAINT WORK-\$1.00
PREMIUM.....\$ 31.37 20.02 -----

PAIN0058-004 05/01/2017 Rates Fringes PAINTER (FAYETTE COUNTY) EPOXY
OR TOXIC-LEAD-BASED PAINT WORK-\$1.00 PREMIUM.....\$ 31.25 17.12 -----

PAIN0090-001 09/01/2021 Rates Fringes PAINTER (CHRISTIAN COUNTY)
EPOXY OR TOXIC-LEAD-BASED PAINT WORK-\$1.00 PREMIUM ALL WORK OVER 40 FT.
ABOVE FLOOR OR GROUND LEVEL - \$1.00 PREMIUM.....\$ 32.23
20.58 -----

PAIN0124-001 09/01/2021 Rates Fringes PAINTER: TAPING (ALL KINDS) (CLAY,
HAMILTON, JEFFERSON, MARION, AND WAYNE COUNTIES) EPOXY OR TOXIC-LEAD-
BASED PAINT WORK-\$1.00 PREMIUM.....\$ 27.30 19.01 PAINTER:
JOURNEYMAN (CLAY, HAMILTON, JEFFERSON, MARION, AND WAYNE COUNTIES)
EPOXY OR TOXIC-LEAD-BASED PAINT WORK-\$1.00 PREMIUM.....\$ 26.50
19.01 -----

PAIN0156-007 04/01/2023 Rates Fringes PAINTER: SPRAY, SANDBLAST,
POWER TOOLS, WATERBLAST, AND STEAM CLEANING (EDWARDS, WABASH, AND
WHITE COUNTIES) FOOTNOTE A: ALL STRUCTURES OVER 40? \$0.75/ HOUR ABOVE
BASE WAGE ALL STRUCTURES OVER 75? \$1.50/ HOUR ABOVE BASE WAGE ALL
STRUCTURES OVER 100? \$2.50/ HOUR ABOVE BASE WAGE.....\$ 28.30
20.08 PAINTER: SPRAY OF MASTICS, CREOSOTES, KWINGH KOATE, AND COAL TAR
EPOXY (EDWARDS, WABASH, AND WHITE COUNTIES) FOOTNOTE A: ALL
STRUCTURES OVER 40FT.? \$0.75/ HOUR ABOVE BASE WAGE ALL STRUCTURES OVER
75FT.? \$1.50/ HOUR ABOVE BASE WAGE ALL STRUCTURES OVER 100FT.? \$2.50/ HOUR
ABOVE BASE WAGE.\$ 29.55 20.08 PAINTER: DRYWALL FINISHERS AND
PLASTERERS (EDWARDS, WABASH, AND WHITE COUNTIES) FOOTNOTE A: ALL
STRUCTURES OVER 40FT.? \$0.75/ HOUR ABOVE BASE WAGE ALL STRUCTURES OVER
75FT.? \$1.50/ HOUR ABOVE BASE WAGE ALL STRUCTURES OVER 100FT.? \$2.50/ HOUR
ABOVE BASE WAGE.....\$ 27.55 20.08 PAINTER: BRUSH,
ROLLER AND PAPERHANGER (EDWARDS, WABASH, AND WHITE COUNTIES)
FOOTNOTE A: ALL STRUCTURES OVER 40FT.? \$0.75/ HOUR ABOVE BASE WAGE ALL
STRUCTURES OVER 75FT.? \$1.50/ HOUR ABOVE BASE WAGE ALL STRUCTURES OVER
100FT.? \$2.50/ HOUR ABOVE BASE WAGE.....\$ 27.30
20.08 PAINTER: BRUSH & ROLLER OF MASTICS, CREOSOTES, KWINGH KOATE, AND
COAL TAR EPOXY (EDWARDS, WABASH, AND WHITE COUNTIES) FOOTNOTE A: ALL
STRUCTURES OVER 40FT.? \$0.75/ HOUR ABOVE BASE WAGE ALL STRUCTURES OVER

75FT.? \$1.50/ HOUR ABOVE BASE WAGE ALL STRUCTURES OVER 100FT.? \$2.50/ HOUR
 ABOVE BASE WAGE.....\$ 28.30 20.08 -----

PAIN0157-009 05/01/2024 Rates Fringes GLAZIER (FORD AND IROQUIOS
 COUNTIES).....\$ 39.74 27.78 -----

PAIN0288-001 09/01/2021 Rates Fringes PAINTER: SPRAY AND SANDBLASTING
 (DE WITT, MOULTRIE, PIATT, AND SHELBY COUNTIES) EPOXY OR TOXIC-LEAD-
 BASED PAINT WORK-\$1.00 PREMIUM WORK OVER 50 FT. ABOVE GROUND OR
 FLOOR LEVEL - \$1.00 PREMIUM.....\$ 31.25 22.30
 PAINTER: PAPERHANGER AND DRYWALL TAPING (DE WITT, MOULTRIE, PIATT, AND
 SHELBY COUNTIES) EPOXY OR TOXIC-LEAD-BASED PAINT WORK-\$1.00 PREMIUM
 WORK OVER 50 FT. ABOVE GROUND OR FLOOR LEVEL - \$1.00
 PREMIUM.....\$ 30.50 22.30 PAINTER: BRUSH AND
 ROLLER (DE WITT, MOULTRIE, PIATT, AND SHELBY COUNTIES) EPOXY OR TOXIC-
 LEAD-BASED PAINT WORK-\$1.00 PREMIUM WORK OVER 50 FT. ABOVE GROUND OR
 FLOOR LEVEL - \$1.00 PREMIUM.....\$ 30.50 22.30 -----

PAIN0363-001 05/01/2017 Rates Fringes PAINTER (CHAMPAIGN, COLES,
 CUMBERLAND, DOUGLAS, AND VERMILION COUNTIES) EPOXY OR TOXIC-LEAD-
 BASED PAINT WORK-\$1.00 PREMIUM.....\$ 35.29 14.50 -----

PAIN0467-002 06/01/2024 Rates Fringes PAINTER: BRUSH, ROLLER, TAPER
 (HAND), PAPERHANGER, SWING STAGE, SCAFFOLD OVER 30FT., EPOXY, TOXIC
 MATERIAL, SANDBLAST, SPRAY, MACHINE TAPING, AND RESIDENTIAL WORK NOT TO
 EXCEED TWO FAMILIES PER STRUCTURE (IROQUOIS AND KANKAKEE
 COUNTIES).....\$ 41.00 27.80 -----

PAIN0500-003 06/01/2024 Rates Fringes PAINTER (MASSAC COUNTY) SPRAY,
 SANDBLASTING AND WATER BLAST UNITS WITH 3500 PSI RECEIVE \$.50 PER HOUR
 PREMIUM. ALL WORK FORTY FEET AND ABOVE RECEIVE \$1.00 PER HOUR
 PREMIUM.....\$ 24.50 15.50 -----

PAIN0513-003 11/01/2023 Rates Fringes GLAZIER (BOND, CALHOUN, CLINTON,
 GREENE, JACKSON, JERSEY, MACOUPIN (SOUTHSIDE), MADISON, MARION, MONROE,
 PERRY, RANDOLPH, ST. CLAIR, AND WASHINGTON
 COUNTIES).....\$ 43.32 25.43 -----

PAIN1165-001 07/01/2025 Rates Fringes GLAZIER (CLARK, EDGAR, AND
 VERMILION COUNTIES).....\$ 36.03 20.65 -----

PAIN1165-020 07/01/2024 Rates Fringes GLAZIER (ALEXANDER, CLAY,
 CRAWFORD, EDWARDS, FRANKLIN, GALLATIN, HAMILTON, HARDIN, JASPER,

JEFFERSON, JOHNSON, LAWRENCE, MASSAC, POPE, PULASKI, RICHLAND, SALINE,
UNION, WABASH, WAYNE, WHITE, AND WILLIAMSON COUNTIES).....\$ 32.86
19.44 -----

PAIN1168-004 05/01/2024 Rates Fringes GLAZIER (CHAMPAIGN, CHRISTIAN,
COLES, CUMBERLAND, DE WITT, DOUGLAS, EFFINGHAM, FAYETTE, MOULTRIE, PIATT,
AND SHELBY COUNTIES).....\$ 39.77 22.73 -----

PAIN1705-001 09/01/2018 Rates Fringes PAINTER: BRUSH & ROLLER AND
WALL COVERING DRYWALL PREPARING (CLARK, CRAWFORD, EDGAR, EFFINGHAM,
JASPER, LAWRENCE, AND RICHLAND COUNTIES) EPOXY OR TOXIC-LEAD-BASED
PAINT WORK-\$1.00 PREMIUM BRUSH & ROLLER WORK OVER 30FT ABOVE GROUND
OR FLOOR LEVEL - \$0.80 PREMIUM BRUSH & ROLLER WORK OVER 100FT ABOVE
GROUND OR FLOOR LEVEL - \$1.80 PREMIUM BLASTING, SPRAYING & PRESSURE
WORK OVER 30FT ABOVE GROUND LEVEL - \$2.30 PREMIUM BLASTING, SPRAYING &
PRESSURE WORK OVER 100FT ABOVE GROUND LEVEL - \$3.30
PREMIUM.....\$ 27.37 21.05 PAINTER: BLASTING,
SPRAYING & PRESSURE WASHING (CLARK, CRAWFORD, EDGAR, EFFINGHAM,
JASPER, LAWRENCE, AND RICHLAND COUNTIES) EPOXY OR TOXIC-LEAD-BASED
PAINT WORK-\$1.00 PREMIUM BRUSH & ROLLER WORK OVER 30FT ABOVE GROUND
OR FLOOR LEVEL - \$0.80 PREMIUM BRUSH & ROLLER WORK OVER 100FT ABOVE
GROUND OR FLOOR LEVEL - \$1.80 PREMIUM BLASTING, SPRAYING & PRESSURE
WORK OVER 30FT ABOVE GROUND LEVEL - \$2.30 PREMIUM BLASTING, SPRAYING &
PRESSURE WORK OVER 100FT ABOVE GROUND LEVEL - \$3.30
PREMIUM.....\$ 28.37 21.05 -----

PLAS0018-001 05/01/2023 Rates Fringes PLASTERER (CHRISTIAN COUNTY
(SOUTHERN HALF)).....\$ 35.41 27.31 CEMENT MASON/CONCRETE FINISHER
(CHRISTIAN COUNTY (SOUTHERN HALF)).....\$ 31.80 26.89 ----

PLAS0018-022 05/01/2017 Rates Fringes CEMENT MASON/CONCRETE
FINISHER (DE WITT COUNTY (NORTHERN HALF)).....\$ 30.69
23.29 -----

PLAS0103-001 05/01/2002 Rates Fringes CEMENT MASON/PLASTERER
(CHRISTIAN (NORTH PART, SOUTH TO A LINE RUNNING EAST AND WEST
ESTABLISHED NORTH OF HUMPHREY INCLUDING STONINGTON), DE WITT (SOUTHERN
HALF INCLUDING CLINTON), PIATT (SOUTHERN PART), AND SHELBY (EXCLUDES THE
TOWNS OF COWDEN, HERRICK, LAKEWOOD, MOWEAQUA, OCONEE, SHELBYVILLE,
TOWER HILL, AND WESTERVELT) COUNTY).....\$ 22.50 9.75 -----

PLAS0143-001 05/01/2018 Rates Fringes PLASTERER (CHAMPAIGN, CLARK,
COLES, CRAWFORD, CUMBERLAND, DOUGLAS, EDGAR, EFFINGHAM, FORD,
LAWRENCE, MOULTRIE, PIATT, VERMILION, AND WABASH
COUNTIES).....\$ 32.85 21.65 CEMENT

MASON/CONCRETE FINISHER (CHAMPAIGN, CLARK, COLES, CRAWFORD, CUMBERLAND, DOUGLAS, EDGAR, EFFINGHAM, FORD, LAWRENCE, MOULTRIE, PIATT, VERMILION, AND WABASH COUNTIES).....\$ 33.16 19.60 -----

PLAS0143-013 04/01/2019 Rates Fringes CEMENT MASONS & PLASTERERS (ALEXANDER, CLAY, CLINTON, EDWARDS, FAYETTE, FRANKLIN, GALLATIN, HAMILTON, HARDIN, JACKSON, JASPER, JEFFERSON, JOHNSON, MARION, MASSAC, PERRY, POPE, PULASKI, RANDOLPH, RICHLAND, SALINE, UNION, WASHINGTON, WAYNE, WHITE, AND WILLIAMSON COUNTIES).....\$ 30.83 18.06 -----

PLUM0130-003 06/01/2025 Rates Fringes PLUMBER (IROQUOIS COUNTY).....\$ 55.40 38.27 -----

PLUM0136-001 07/01/2025 Rates Fringes PLUMBER, PIPEFITTER, STEAMFITTER (EDWARDS, LAWRENCE, WABASH, AND WHITE COUNTIES).....\$ 46.32 21.43 -----

PLUM0137-001 04/01/2025 Rates Fringes PIPEFITTER/STEAMFITTER (CHRISTIAN COUNTY (WEST OF A NORTH AND SOUTH LINE RUNNING FROM THE WESTERN EDGE OF MACON COUNTY)).....\$ 43.89 25.71 -----

PLUM0137-008 04/01/2018 Rates Fringes PLUMBER AND STEAMFITTER (CHRISTIAN (EAST OF A NORTH AND SOUTH LINE RUNNING FROM THE WESTERN EDGE OF MACON COUNTY), DE WITT, MOULTRIE, PIATT (WESTERN HALF), AND SHELBY COUNTIES).....\$ 37.96 18.87 -----

PLUM0149-001 06/01/2025 Rates Fringes PLUMBER AND STEAMFITTER (CHAMPAIGN, COLES, CUMBERLAND, EFFINGHAM, FORD, JASPER, AND PIATT (EAST HALF) COUNTIES).....\$ 54.31 24.15 -----

PLUM0157-003 01/01/2026 Rates Fringes PLUMBER, PIPEFITTER, STEAMFITTER (CLARK, CRAWFORD, DOUGLAS, EDGAR, RICHLAND, AND VERMILION COUNTIES)...\$ 46.65 23.45 -----

PLUM0160-001 01/01/2026 Rates Fringes PLUMBER/PIPEFITTER (ALEXANDER, HARDIN, JACKSON, JOHNSON, MASSAC, PERRY, POPE PULLASKI, UNION, AND WILLIAMSON (SOUTHERN HALF) COUNTIES).....\$ 52.80 23.95 -----

PLUM0551-001 01/01/2026 Rates Fringes PLUMBER/PIPEFITTER (FRANKLIN, GALLATIN, HAMILTON, JEFFERSON, SALINE, WAYNE, AND WILLIAMSON (NORTHERN HALF) COUNTIES).....\$ 48.50 28.85 -----

PLUM0597-005 06/01/2023 Rates	Fringes PIPEFITTER (IROQUOIS
COUNTY).....\$ 55.00	38.62 -----

PLUM0653-001 09/01/2025 Rates	Fringes PLUMBER, PIPEFITTER,
STEAMFITTER (CLAY, FAYETTE, AND MARION COUNTIES).....\$ 45.00	
21.54 -----	

ROOF0002-006 06/01/2025 Rates	Fringes ROOFER (ALEXANDER, FRANKLIN,
HAMILTON, JACKSON, JEFFERSON, JOHNSON, MARION, PERRY, POPE, PULASKI,	
SALINE, UNION, WAYNE, AND WILLIAMSON COUNTIES).....\$ 32.85	17.86 -----

ROOF0097-001 06/01/2024 Rates	Fringes ROOFER (CHAMPAIGN, CLARK,
COLES, CUMBERLAND, DOUGLAS, EDGAR, FORD (SOUTH OF PIPER CITY), PIATT (EAST	
SECTION OF PIATT, WEST OF & EXCLUDING THE CITIES OF MONTICELLO & LODGE),	
AND VERMILION COUNTIES).....\$ 38.00	22.17 -----

ROOF0097-003 06/01/2025 Rates	Fringes ROOFER (CHRISTIAN (EASTERN
HALF), CLAY, DE WITT (SOUTHERN HALF), EFFINGHAM, FAYETTE, JASPER, MOULTRIE,	
PIATT (WESTERN HALF), RICHLAND, AND SHELBY COUNTIES).....\$	
35.07	27.41 -----

ROOF0106-004 04/01/2025 Rates	Fringes ROOFER: SLATE, TILE, CONCRETE,
SLAB, AND GYPSUM PLANK (MASSAC COUNTY).....\$ 36.62	20.01
ROOFER: COMPOSITION ROOFER (MASSAC COUNTY).....\$ 36.12	20.01 -----

ROOF0106-005 04/01/2025 Rates	Fringes ROOFER: SLATE, TILE, CONCRETE,
SLAB, AND GYPSUM PLANK (EDWARDS, GALLATIN, HARDIN, WHITE AND WABASH	
COUNTIES).....\$ 36.62	20.01
ROOFER: COMPOSITION	
ROOFER (EDWARDS, GALLATIN, HARDIN, WHITE AND WABASH COUNTIES).....\$	
36.12	20.01 -----

ROOF0112-003 06/01/2025 Rates	Fringes ROOFER (CHRISTIAN COUNTY
(BOLIVIA, BRECKENRIDGE, BUCKHART, BULPITT, CALLAWAY, CLARKSVILLE,	
EDINBURGH, GROVE CITY, HARVEL, HEWITTSVILLE, HUMPHREY, JEISYVILLE, KINCAID,	
LANGLYVILLE, MORRISONVILLE, PALMER, ROBY, SHARPSBURY, TAYLORVILLE, TOVEY,	
VANDERVILLE, AND ZENOBIA)).....\$ 36.00	26.36 -----

ROOF0150-001 07/01/2025 Rates	Fringes ROOFER (CRAWFORD AND
LAWRENCE COUNTIES).....\$ 30.50	18.26 -----

SHEE0020-005 07/03/2017 Rates	Fringes SHEET METAL WORKER (CLARK,
CRAWFORD, EDGAR & LAWRENCE COUNTIES).....\$ 33.50	
20.45 -----	

SHEE0218-004 06/01/2023 Rates Fringes SHEET METAL WORKER
 (CHAMPAIGN, COLES, CUMBERLAND, DOUGLAS, FORD, MOULTRIE, PIATT, SHELBY &
 VERMILION COUNTIES).....\$ 42.73 29.54 -----

SHEE0265-002 06/01/2024 Rates Fringes SHEET METAL WORKER (IROQUOIS
 COUNTY).....\$ 56.35 38.65 -----

SHEE0268-003 07/01/2025 Rates Fringes SHEET METAL WORKER
 (ALEXANDER, CLAY, EDWARDS, EFFINGHAM, FAYETTE, FRANKLIN, GALLATIN,
 HAMILTON, HARDIN, JACKSON, JASPER, JEFFERSON, JOHNSON, MARION, MASSAC,
 PERRY, POPE, PULASKI, RICHLAND, SALINE, UNION, WABASH, WAYNE, WHITE, AND
 WILLIAMSON COUNTIES).....\$ 46.57 24.48 -----

TEAM0026-002 05/01/2025 Rates Fringes TRUCK DRIVER, GROUP 5
 (CHAMPAIGN, COLES, CUMBERLAND, DEWITT, DOUGLAS, EFFINGHAM, FORD
 (SOUTHERN SECTION - ELLIOT, GIBSON CITY, HARPSTER, MELVIN, PAXTON, ROBERTS
 & SIBLEY), IROQUOIS (FOUNTAIN CREEK, LOVEJOY, MILFORD, PIGEON GROVE,
 PRAIRIE GREEN & STOCKLAND), JASPER, MOULTRIE (EAST OF A LINE FROM THE
 NORTHEAST CORNER OF THE COUNTY EXTENDING SOUTHEAST IN THE DIRECTION
 OF FINDLAY (SHELBY COUNTY) TO A POINT THAT INTERSECTS THE SHELBY COUNTY
 LINE), PIATT (EAST OF A LINE FROM WHERE THE DEWITT.....\$ 47.64
 25.42 TRUCK DRIVER, GROUP 4 (CHAMPAIGN, COLES, CUMBERLAND, DEWITT,
 DOUGLAS, EFFINGHAM, FORD (SOUTHERN SECTION - ELLIOT, GIBSON CITY,
 HARPSTER, MELVIN, PAXTON, ROBERTS & SIBLEY), IROQUOIS (FOUNTAIN CREEK,
 LOVEJOY, MILFORD, PIGEON GROVE, PRAIRIE GREEN & STOCKLAND), JASPER,
 MOULTRIE (EAST OF A LINE FROM THE NORTHEAST CORNER OF THE COUNTY
 EXTENDING SOUTHEAST IN THE DIRECTION OF FINDLAY (SHELBY COUNTY) TO A
 POINT THAT INTERSECTS THE SHELBY COUNTY LINE), PIATT (EAST OF A LINE FROM
 WHERE THE DEWITT.....\$ 46.54 25.42 TRUCK DRIVER,
 GROUP 3 (CHAMPAIGN, COLES, CUMBERLAND, DEWITT, DOUGLAS, EFFINGHAM, FORD
 (SOUTHERN SECTION - ELLIOT, GIBSON CITY, HARPSTER, MELVIN, PAXTON, ROBERTS
 & SIBLEY), IROQUOIS (FOUNTAIN CREEK, LOVEJOY, MILFORD, PIGEON GROVE,
 PRAIRIE GREEN & STOCKLAND), JASPER, MOULTRIE (EAST OF A LINE FROM THE
 NORTHEAST CORNER OF THE COUNTY EXTENDING SOUTHEAST IN THE DIRECTION
 OF FINDLAY (SHELBY COUNTY) TO A POINT THAT INTERSECTS THE SHELBY COUNTY
 LINE), PIATT (EAST OF A LINE FROM WHERE THE DEWITT.....\$ 46.15
 25.42 TRUCK DRIVER, GROUP 2 (CHAMPAIGN, COLES, CUMBERLAND, DEWITT,
 DOUGLAS, EFFINGHAM, FORD (SOUTHERN SECTION - ELLIOT, GIBSON CITY,
 HARPSTER, MELVIN, PAXTON, ROBERTS & SIBLEY), IROQUOIS (FOUNTAIN CREEK,
 LOVEJOY, MILFORD, PIGEON GROVE, PRAIRIE GREEN & STOCKLAND), JASPER,
 MOULTRIE (EAST OF A LINE FROM THE NORTHEAST CORNER OF THE COUNTY
 EXTENDING SOUTHEAST IN THE DIRECTION OF FINDLAY (SHELBY COUNTY) TO A
 POINT THAT INTERSECTS THE SHELBY COUNTY LINE), PIATT (EAST OF A LINE FROM
 WHERE THE DEWITT.....\$ 45.88 25.42 TRUCK DRIVER,
 GROUP 1 (CHAMPAIGN, COLES, CUMBERLAND, DEWITT, DOUGLAS, EFFINGHAM, FORD
 (SOUTHERN SECTION - ELLIOT, GIBSON CITY, HARPSTER, MELVIN, PAXTON, ROBERTS

& SIBLEY), IROQUOIS (FOUNTAIN CREEK, LOVEJOY, MILFORD, PIGEON GROVE, PRAIRIE GREEN & STOCKLAND), JASPER, MOULTRIE (EAST OF A LINE FROM THE NORTHEAST CORNER OF THE COUNTY EXTENDING SOUTHEAST IN THE DIRECTION OF FINDLAY (SHELBY COUNTY) TO A POINT THAT INTERSECTS THE SHELBY COUNTY LINE), PIATT (EAST OF A LINE FROM WHERE THE DEWITT.....\$ 45.29
25.42 -----

TEAM0050-002 05/01/2025 Rates Fringes TRUCK DRIVER, GROUP 5 DRIVERS WHO REQUIRE SPECIAL PROTECTIVE CLOTHING WHILE EMPLOYED ON HAZARDOUS WASTE WORK. (ALEXANDER, CLAY, FAYETTE, FRANKLIN, HAMILTON, HARDIC, JACKSON, JEFFERSON, JOHNSON, MARION, MASSAC, PERRY, POPE, PULASKI, SALINE, UNION, WAYNE, WHITE, WILLIAMSON COUNTIES).....\$ 47.71 25.72 TRUCK DRIVER, GROUP 4 LOW BOY AND OIL DISTRIBUTORS. (ALEXANDER, CLAY, FAYETTE, FRANKLIN, HAMILTON, HARDIC, JACKSON, JEFFERSON, JOHNSON, MARION, MASSAC, PERRY, POPE, PULASKI, SALINE, UNION, WAYNE, WHITE, WILLIAMSON COUNTIES).....\$ 46.60 25.72 TRUCK DRIVER, GROUP 3 (ALEXANDER, CLAY, FAYETTE, FRANKLIN, HAMILTON, HARDIC, JACKSON, JEFFERSON, JOHNSON, MARION, MASSAC, PERRY, POPE, PULASKI, SALINE, UNION, WAYNE, WHITE, WILLIAMSON COUNTIES)...\$ 46.25 25.72 TRUCK DRIVER, GROUP 2 (ALEXANDER, CLAY, FAYETTE, FRANKLIN, HAMILTON, HARDIC, JACKSON, JEFFERSON, JOHNSON, MARION, MASSAC, PERRY, POPE, PULASKI, SALINE, UNION, WAYNE, WHITE, WILLIAMSON COUNTIES)...\$ 45.93 25.72 TRUCK DRIVER, GROUP 1 DRIVERS ON 2 AXLES HAULING LESS THAN 9 TONS; AIR COMPRESSOR & WELDING MACHINES AND BROOMS, INCLUDING THOSE PULLED BY SEPARATE UNITS; TRUCK DRIVER HELPER, WAREHOUSE EMPLOYEES; MECHANIC HELPERS; GREASERS AND TIREMEN; PICK-UP TRUCKS WHEN HAULING MATERIAL, TOOLS, OR WORKERS TO AND FROM AND ON THE JOB SITE; AND FORKLIFTS UP TO 6,000 LB CAPACITY. (ALEXANDER, CLAY, FAYETTE, FRANKLIN, HAMILTON, HARDIC, JACKSON, JEFFERSON, JOHNSON, MARION, MASSAC, PERRY, POPE, PULASKI, SALINE, UNION, WAYNE, WHITE, WILLIAMSON COUNTIES)...\$ 45.35 25.72 -----

TEAM0135-007 05/01/2025 Rates Fringes TRUCK DRIVER, GROUP 5 DRIVERS WHO REQUIRE SPECIAL PROTECTIVE CLOTHING WHILE EMPLOYED ON HAZARDOUS WASTE WORK. (CLARK, CRAWFORD, EDGAR, EDWARDS, LAWRENCE, RICHLAND, AND WABASH COUNTIES) FOOTNOTE: A. \$46.20 PER DAY.....\$ 39.44
16.11 TRUCK DRIVER, GROUP 4 LOW BOY; OIL DISTRIBUTORS (CLARK, CRAWFORD, EDGAR, EDWARDS, LAWRENCE, RICHLAND, AND WABASH COUNTIES) FOOTNOTE: A. \$46.20 PER DAY.....\$ 39.44 16.11 TRUCK DRIVER, GROUP 3 (CLARK, CRAWFORD, EDGAR, EDWARDS, LAWRENCE, RICHLAND, AND WABASH COUNTIES)...\$ 39.18 16.11 TRUCK DRIVER, GROUP 2: 2 OR 3 AXLE TRUCKS HAULING MORE THAN 9 TON BUT HAULING LESS THAN 16 TON; A-FRAME WINCH TRUCKS; HYDROLIFT TRUCKS; VACTOR TRUCKS OR SIMILAR EQUIPMENT WHEN USED FOR TRANSPORTATION PURPOSES; FORK LIFTS OVER 6,000 POUND CAPACITY; WINCH TRUCKS; 4 AXLE COMBINATION UNITS; IN THE EVENT THE EMPLOYER DESIRES TO USE TICKET WRITERS THAT CLASSIFICATION SHALL COME UNDER GROUP II FOOTNOTE: \$46.20 PER DAY IN ADDITIONAL FRINGE BENEFITS (CLARK,

CRAWFORD, EDGAR, EDWARDS, LAWRENCE, RICHLAND, AND WABASH COUNTIES)
\$ 38.97 16.11 TRUCK DRIVER, GROUP 1 DRIVERS ON 2 AXLE
 TRUCKSHAULING LESS THAN 9 TON; AIR COMPRESSOR AND WELDING MACHINES
 AND BROOMS, INCLUDING THOSE PULLED BY SEPARATE UNITS; TRUCK DRIVER
 HELPERS; WAREHOUSE EMPLOYEES; MECHANIC HELPERS; GREASERS AND
 TIREMEN; FORK LIFTS UP TO 6,000 POUNDS CAPACITY (CLARK, CRAWFORD, EDGAR,
 EDWARDS, LAWRENCE, RICHLAND, AND WABASH COUNTIES) FOOTNOTE: A. \$46.20
 PER DAY.....\$ 38.55 16.11 -----

TEAM0179-010 06/01/2024 Rates Fringes TRUCK DRIVER: 6 AXLES (IROQUOIS
 COUNTY (ALL EXCEPT THE TOWNSHIPS OF MILFORD, STOCKLAND, LODA, PIGEON
 GROVE, FOUNTAIN CREEK, LOVEJOY, AND PRAIRIE GREEN)) FOOTNOTES: A.
 \$1055.60 PER WEEK. LOW BOY WORK CLASSIFICATION IS AN ADDITIONAL \$1.50 PER
 HOUR AN ADDITIONAL \$.20 PER AXLE SHALL BE PAID FOR ALL VEHICLES WITH MORE
 THAN SIX (6) AXLES.....\$ 45.37 0.25 TRUCK DRIVER: 5 AXLES (IROQUOIS
 COUNTY (ALL EXCEPT THE TOWNSHIPS OF MILFORD, STOCKLAND, LODA, PIGEON
 GROVE, FOUNTAIN CREEK, LOVEJOY, AND PRAIRIE GREEN)) FOOTNOTES: A.
 \$1055.60 PER WEEK. LOW BOY WORK CLASSIFICATION IS AN ADDITIONAL \$1.50 PER
 HOUR AN ADDITIONAL \$.20 PER AXLE SHALL BE PAID FOR ALL VEHICLES WITH MORE
 THAN SIX (6) AXLES.....\$ 45.17 0.25 TRUCK DRIVER: 4 AXLES (IROQUOIS
 COUNTY (ALL EXCEPT THE TOWNSHIPS OF MILFORD, STOCKLAND, LODA, PIGEON
 GROVE, FOUNTAIN CREEK, LOVEJOY, AND PRAIRIE GREEN)) FOOTNOTES: A.
 \$1055.60 PER WEEK. LOW BOY WORK CLASSIFICATION IS AN ADDITIONAL \$1.50 PER
 HOUR AN ADDITIONAL \$.20 PER AXLE SHALL BE PAID FOR ALL VEHICLES WITH MORE
 THAN SIX (6) AXLES.....\$ 44.97 0.25 TRUCK DRIVER: 2 OR 3 AXLES
 (IROQUOIS COUNTY (ALL EXCEPT THE TOWNSHIPS OF MILFORD, STOCKLAND, LODA,
 PIGEON GROVE, FOUNTAIN CREEK, LOVEJOY, AND PRAIRIE GREEN)) FOOTNOTES:
 A. \$1055.60 PER WEEK. LOW BOY WORK CLASSIFICATION IS AN ADDITIONAL \$1.50 PER
 HOUR AN ADDITIONAL \$.20 PER AXLE SHALL BE PAID FOR ALL VEHICLES WITH MORE
 THAN SIX (6) AXLES.....\$ 44.82 0.25 -----

TEAM0179-013 06/01/2024 Rates Fringes TRUCK DRIVER: 6 AXLE TRUCKS
 (FORD COUNTY (NORTH SECTION THE OF THE COUNTY NORTH OF A LINE FROM THE
 SOUTHEASTERN CORNER OF LIVINGSTON COUNTY STRAIGHT EAST TO THE FORD-
 IRQUOIS COUNTY LINE)) FOOTNOTES: A. \$1055.60 PER WEEK. LOW-BOY WORK
 CLASSIFICATION IS AN ADDITIONAL \$1.50 PER HOUR AN ADDITIONAL \$.20 PER AXLE
 SHALL BE PAID FOR ALL VEHICLES WITH MORE THAN SIX (6) AXLES.....\$ 45.37
 0.25 TRUCK DRIVER: 5 AXLE TRUCKS (FORD COUNTY (NORTH SECTION THE OF THE
 COUNTY NORTH OF A LINE FROM THE SOUTHEASTERN CORNER OF LIVINGSTON
 COUNTY STRAIGHT EAST TO THE FORD-IRQUOIS COUNTY LINE)) FOOTNOTES: A.
 \$1055.60 PER WEEK. LOW-BOY WORK CLASSIFICATION IS AN ADDITIONAL \$1.50 PER
 HOUR AN ADDITIONAL \$.20 PER AXLE SHALL BE PAID FOR ALL VEHICLES WITH MORE
 THAN SIX (6) AXLES.....\$ 45.17 0.25 TRUCK DRIVER: 4 AXLE TRUCKS
 (FORD COUNTY (NORTH SECTION THE OF THE COUNTY NORTH OF A LINE FROM THE
 SOUTHEASTERN CORNER OF LIVINGSTON COUNTY STRAIGHT EAST TO THE FORD-
 IRQUOIS COUNTY LINE)) FOOTNOTES: A. \$1055.60 PER WEEK. LOW-BOY WORK

CLASSIFICATION IS AN ADDITIONAL \$1.50 PER HOUR AN ADDITIONAL \$.20 PER AXLE SHALL BE PAID FOR ALL VEHICLES WITH MORE THAN SIX (6) AXLES.....\$ 44.97
 0.25 TRUCK DRIVER: 2 OR 3 AXLE TRUCKS (FORD COUNTY (NORTH SECTION THE OF THE COUNTY NORTH OF A LINE FROM THE SOUTHEASTERN CORNER OF LIVINGSTON COUNTY STRAIGHT EAST TO THE FORD-IRQUOIS COUNTY LINE)) FOOTNOTES: A. \$1055.60 PER WEEK. LOW-BOY WORK CLASSIFICATION IS AN ADDITIONAL \$1.50 PER HOUR AN ADDITIONAL \$.20 PER AXLE SHALL BE PAID FOR ALL VEHICLES WITH MORE THAN SIX (6) AXLES.....\$ 44.82 0.25 -----

TEAM0279-002 05/01/2025 Rates Fringes TRUCK DRIVER, GROUP 5
 (CHRISTIAN, MOULTRIE (WEST OF A LINE FROM THE NE CORNER, EXTENDING STRAIGHT SE IN THE DIRECTION OF FINDLAY (SHELBY COUNTY) TO A POINT THAT INTERSECTS THE SHELBY COUNTY LINE), PIATT (WEST OF A LINE FROM WHERE THE DEWITT COUNTY LINE INTERSECTS ROUTE 10, IN A SE DIRECTION TOWARD THE SE BORDER OF THE COUNTY), SHELBY (WEST OF AN IMAGINARY LINE BEGINNING AT THE NE BORDER WITH MOULTRIE COUNTY, EXTENDING SW IN THE DIRECTION OF FINDLAY, AND CONTINUING TO THE SAME POINT (2.5 MILES).....\$ 45.61 27.56 TRUCK DRIVER, GROUP 4
 (CHRISTIAN, MOULTRIE (WEST OF A LINE FROM THE NE CORNER, EXTENDING STRAIGHT SE IN THE DIRECTION OF FINDLAY (SHELBY COUNTY) TO A POINT THAT INTERSECTS THE SHELBY COUNTY LINE), PIATT (WEST OF A LINE FROM WHERE THE DEWITT COUNTY LINE INTERSECTS ROUTE 10, IN A SE DIRECTION TOWARD THE SE BORDER OF THE COUNTY), SHELBY (WEST OF AN IMAGINARY LINE BEGINNING AT THE NE BORDER WITH MOULTRIE COUNTY, EXTENDING SW IN THE DIRECTION OF FINDLAY, AND CONTINUING TO THE SAME POINT (2.5 MILES).....\$ 44.53 27.56 TRUCK DRIVER, GROUP 3
 (CHRISTIAN, MOULTRIE (WEST OF A LINE FROM THE NE CORNER, EXTENDING STRAIGHT SE IN THE DIRECTION OF FINDLAY (SHELBY COUNTY) TO A POINT THAT INTERSECTS THE SHELBY COUNTY LINE), PIATT (WEST OF A LINE FROM WHERE THE DEWITT COUNTY LINE INTERSECTS ROUTE 10, IN A SE DIRECTION TOWARD THE SE BORDER OF THE COUNTY), SHELBY (WEST OF AN IMAGINARY LINE BEGINNING AT THE NE BORDER WITH MOULTRIE COUNTY, EXTENDING SW IN THE DIRECTION OF FINDLAY, AND CONTINUING TO THE SAME POINT (2.5 MILES).....\$ 44.15 27.56 TRUCK DRIVER, GROUP 2
 (CHRISTIAN, MOULTRIE (WEST OF A LINE FROM THE NE CORNER, EXTENDING STRAIGHT SE IN THE DIRECTION OF FINDLAY (SHELBY COUNTY) TO A POINT THAT INTERSECTS THE SHELBY COUNTY LINE), PIATT (WEST OF A LINE FROM WHERE THE DEWITT COUNTY LINE INTERSECTS ROUTE 10, IN A SE DIRECTION TOWARD THE SE BORDER OF THE COUNTY), SHELBY (WEST OF AN IMAGINARY LINE BEGINNING AT THE NE BORDER WITH MOULTRIE COUNTY, EXTENDING SW IN THE DIRECTION OF FINDLAY, AND CONTINUING TO THE SAME POINT (2.5 MILES).....\$ 43.86 27.56 TRUCK DRIVER, GROUP 1
 (CHRISTIAN, MOULTRIE (WEST OF A LINE FROM THE NE CORNER, EXTENDING STRAIGHT SE IN THE DIRECTION OF FINDLAY (SHELBY COUNTY) TO A POINT THAT INTERSECTS THE SHELBY COUNTY LINE), PIATT (WEST OF A LINE FROM WHERE THE DEWITT COUNTY LINE INTERSECTS ROUTE 10, IN A SE DIRECTION TOWARD THE SE

BORDER OF THE COUNTY), SHELBY (WEST OF AN IMAGINARY LINE BEGINNING AT THE NE BORDER WITH MOULTRIE COUNTY, EXTENDING SW IN THE DIRECTION OF FINDLAY, AND CONTINUING TO THE SAME POINT (2.5 MILES).....\$ 43.28 27.56 -----

TEAM0347-001 05/01/2025 Rates Fringes TRUCK DRIVER, GROUP 5: DRIVERS WHO REQUIRE SPECIAL PROTECTIVE CLOTHING WHILE EMPLOYED ON HAZARDOUS WASTE WORK. (GALLATIN COUNTY).....\$ 45.61 27.56 TRUCK DRIVER, GROUP 4: LOW BOY AND OIL DISTRIBUTORS. (GALLATIN COUNTY).....\$ 44.53 27.56 TRUCK DRIVER, GROUP 3 (GALLATIN COUNTY).....\$ 44.15 27.56 TRUCK DRIVER, GROUP 2 (GALLATIN COUNTY).....\$ 43.86 27.56 TRUCK DRIVER, GROUP 1: DRIVERS ON 2 AXLES HAULING LESS THAN 9 TONS; AIR COMPRESSOR & WELDING MACHINES AND BROOMS, INCLUDING THOSE PULLED BY SEPARATE UNITS; TRUCK DRIVER HELPER, WAREHOUSE EMPLOYEES; MECHANIC HELPERS; GREASERS AND TIREMEN; PICK-UP TRUCKS WHEN HAULING MATERIAL, TOOLS, OR WORKERS TO AND FROM AND ON THE JOB SITE; AND FORKLIFTS UP TO 6,000 LB CAPACITY. (GALLATIN COUNTY).....\$ 43.28 27.56 -----

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

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

Note: 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 \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. 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 (29CFR 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 WHD 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 Division (WHD) 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 classifications and rates under the □SA□ identifier took effect under state law in the state from which the rates were adopted. -----

----- WAGE DETERMINATION APPEALS PROCESS 1) Has there been an initial decision in the matter? This can be: a) a survey underlying a wage determination b) an existing published wage determination c) an initial WHD letter setting forth a position on a wage determination matter d) 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 Surveys Wage and Hour 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. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 (those 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 interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to: Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210. =====

END OF GENERAL DECISION "