ATTACHMENT 7
CONTRACT CLAUSES AND PROVISIONS -- FULL TEXT
Project 534-24-102 | Renovate SPS Spaces | RHJVAMC, Charleston, SC

This attachment contains the full text of contract clauses and provisions applicable to this solicitation and resulting contract. Clauses listed in Part 8 as incorporated by reference are available at https://acquisition.gov (FAR) and https://www.acquisition.gov/vaar (VAAR).

SECTION 1 -- FAR 52.212-4 (FULL TEXT)

52.212-4 Terms and Conditions -- Commercial Products and Commercial Services (Construction Version) (Deviation)

As prescribed in FAR 12.205(b)(3), insert the following clause (construction-tailored version per August 2025 RFO Class Deviation):

Terms and Conditions -- Commercial Products and Commercial Services (Deviation Date)

(a) *Definitions*. The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *Inspection/Acceptance*. See 52.246-12.

(c) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(d) *Changes*. See 52.243-4 or 52.243-5, whichever is inserted in this contract.

(e) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(f) *Excusable delays*. See paragraph (m).

(g) *Invoice*. The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment*--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to

have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall: (i) remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment; and (ii) provide a copy of the remittance and supporting documentation to the Contracting Officer.

(5) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109. (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract. (iii) Final decisions. The Contracting Officer will issue a final decision as required by FAR part 33 if the parties cannot reach agreement on the existence or amount of a debt within 30 days, the Contractor fails to liquidate a previously demanded debt within the specified timeline, or the Contractor requests a deferment of collection. (iv) If a demand for payment was previously issued for the debt, the demand included in the final decision shall identify the same due date. (v) Amounts shall be due at the earliest of: (A) the date fixed under this contract; or (B) the date of the first written demand for payment. (vi) Interest accrues from the due date until the date the designated office receives payment. (vii) Interest charges may be reduced under procedures for interest credits prescribed in FAR part 32.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon delivery of the supplies to the Government at the destination specified in the contract.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*.

(1) Right to Terminate: The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor. If the Contractor refuses or fails to prosecute the work or any separable part with the diligence that will ensure completion within the time specified in this contract, including any extensions, or fails to complete the work within such time, the Government may, by written notice, terminate the Contractor's right to proceed with the work (or the portion of the work that has been delayed). In such event, the Government may take over the work and complete it by contract or otherwise and may take possession of and use any materials, appliances, or plant located at the work site that are necessary to complete the work.

(2) Liability: The Contractor and its sureties shall be liable for any damages to the Government resulting from the Contractor's refusal or failure to complete the work within the required performance period. This liability includes any increased costs incurred by the Government in completing the work, whether or not the Contractor's right to proceed is terminated.

(3) Excusable Delay: The Contractor's right to proceed shall not be terminated nor charged with damages under this clause if the delay arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Such causes include, but are not limited to: (i) Acts of God or of the public enemy; (ii) Acts of the Government in either its sovereign or contractual capacity; (iii) Acts of another contractor in the performance of a Government contract; (iv) Fires; (v) Floods; (vi) Epidemics; (vii) Quarantine restrictions; (viii) Strikes; (ix) Freight embargoes; (x) Unusually severe weather; or (xi)

Delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond their control and without their fault or negligence. To obtain relief, the Contractor must notify the Contracting Officer in writing of the causes of delay within 10 days from the beginning of the delay (unless the Contracting Officer extends this period). The Contracting Officer shall determine the facts and extent of the delay; if warranted, the time for completion shall be extended. The Contracting Officer's findings are final and conclusive, subject to appeal under the Disputes clause.

(4) Wrongful Termination Treated as Convenience: If, after issuing a notice of termination for cause, the Government determines that the Contractor was not in default or that the delay was excusable, the termination shall be treated as a termination for the convenience of the Government.

(5) Effect on Other Rights: This clause supplements, but does not diminish, the Government's rights under paragraph (l). The Government shall not be liable for payment for any supplies or services not accepted, and the Contractor shall remain liable for all remedies available at law or in equity.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. See 52.246-21.

(p) *Reserved*.

(q) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) The schedule of supplies/services; (2) The Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) Other contract clauses incorporated in the solicitation or contract; (4) Addenda to this solicitation or contract; (5) Solicitation provisions incorporated in the solicitation; (6) Other paragraphs of this clause; (7) Other documents, exhibits, and attachments; and (8) The specification.

(s) *Unauthorized obligations*. (1) Except as stated in paragraph (s)(2), when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341): (i) any such clause is unenforceable against the Government; (ii) neither the Government nor any Government-authorized end user shall be deemed to have agreed to such clause; and (iii) any such clause is deemed stricken. (2) Paragraph (s)(1) does not apply to indemnification by the Government expressly authorized by statute and specifically authorized under applicable agency regulations.

(t) *Comptroller General examination of record*. This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold. (1) The Comptroller General of the United States, or an authorized representative, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract. (2) The Contractor shall make available at its offices, at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR part 4. (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and form.

(u) *Incorporation by reference*. 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)

SECTION 2 -- VAAR 852.273-74 -- AWARD WITHOUT EXCHANGES (FULL TEXT)

852.273-74 Award Without Exchanges

As prescribed in 873.110, insert the following provision:

Award Without Exchanges (JAN 2008)

The Government intends to evaluate proposals and award a contract without exchanges with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct exchanges if later determined by the Contracting Officer to be necessary.

(End of Provision)

SECTION 3 -- VAAR 852.219-73 -- SDVOSB TOTAL SET-ASIDE NOTICE (FULL TEXT)

852.219-73 VA Notice to Total Set-Aside for Certified Service-Disabled Veteran-Owned Small Businesses (JAN 2023) (DEVIATION)

As prescribed in VAAR 819.7011, insert the following clause:

VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (JUL 2023)

(a) Definition. For the Department of Veterans Affairs, Service-disabled veteran-owned small business concern means a small business concern -- (1) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; (2) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; (3) The business concern is listed in the Vendor Information Pages (VIP) database at http://www.VetBiz.gov; and (4) The business meets the small business size standard for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document.

(b) General. (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered. (2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for -- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns; (2) Supplies (other than acquisition from a non-manufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns; (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees; and (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees.

(d) A joint venture may be considered a service-disabled veteran-owned small business concern if -- (1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: that it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the NAICS code assigned to the procurement; (2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and (3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 13 CFR 121.103(h).

(e) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 13 CFR 121.406(b)(1)(ii).

(End of Clause)

SECTION 4 -- FAR 52.228-1 -- BID GUARANTEE (FULL TEXT)

52.228-1 Bid Guarantee

As prescribed in 28.101-2, insert the following provision:

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 but shall not exceed $3,000,000.

(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 award.

(e) The bid guarantee will be enforced and the proceeds applied to the purchase price of a new contract awarded to the next eligible, responsible bidder.

(End of Provision)

SECTION 5 -- FAR 52.228-15 -- PERFORMANCE AND PAYMENT BONDS (FULL TEXT)

52.228-15 Performance and Payment Bonds -- Construction

As prescribed in 28.102-3(a), insert the following clause:

Performance and Payment Bonds -- Construction (OCT 2010)

(a) Definitions. As used in this clause -- Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. The original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount required. Unless the contracting officer determines that a lesser amount is adequate for the protection of the Government, the amount of each bond shall be equal to 100 percent of the original contract price.

(c) Surety or other security. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570 (an internet copy may be obtained at http://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm), individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain United States bonds or notes.

(d) Execution and delivery. The contractor shall deliver the required bonds to the Contracting Officer by the date specified by the Contracting Officer, which date shall be no later than the date of contract execution, unless the Contracting Officer determines that it is in the Government's interest to postpone the requirement.

(e) Delay of performance pending bonds. The Contracting Officer may terminate the contractor's right to proceed with work if the contractor fails to provide the required bonds within the time specified (or any extension thereof).

(End of Clause)

SECTION 6 -- FAR 52.222-6 -- CONSTRUCTION WAGE RATE REQUIREMENTS (FULL TEXT)

52.222-6 Construction Wage Rate Requirements

As prescribed in 22.407(a), insert the following clause:

Construction Wage Rate Requirements (AUG 2018)

(a) Definition. As used in this clause, Site of the work -- (1) Means the physical place or places where the construction called for in the contract will remain when work on it is complete; and (2) Includes any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project.

(b) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics.

(c) Employment of laborers or mechanics at wage rates below those required by this contract is a violation of the contract and of the Davis-Bacon Act. The contractor or subcontractor responsible shall pay any affected workers the difference between the required rates and the rates paid.

(d) The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract.

(e) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, each worker's correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof), daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the contracting agency or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(f) The contractor or subcontractor shall submit weekly to the Contracting Officer a copy of each payroll to the appropriate Federal or State agency, with a statement signed by the employer or the employer's agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than the

applicable rates required by this contract, and that the classifications set forth for each laborer or mechanic conform with the work each laborer or mechanic performed. Payroll submissions shall be on Standard Form (SF) 1444 or Optional Form (OF) 347, or on any form with the same content as Optional Form 347, or the Copeland Act regulations (29 CFR part 3) require. The contractor or subcontractor shall maintain the weekly certified payroll records in accordance with applicable recordkeeping requirements.

(g) The Wage Determination applicable to this contract is incorporated herein as Attachment 4. The contractor shall post the applicable wage rates at the job site.

(End of Clause)

SECTION 7 -- FAR 52.232-5 -- PAYMENTS UNDER FIXED-PRICE CONSTRUCTION (FULL TEXT)

52.232-5 Payments Under Fixed-Price Construction Contracts

As prescribed in 32.111(c)(1), insert the following clause:

Payments Under Fixed-Price Construction Contracts (MAY 2014)

(a) Payment of price. The Government shall pay the contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as work progresses under the following conditions -- (1) Computation of amounts. (i) The contractor shall submit on Standard Form (SF) 1443, Contractor's Request for Progress Payment, or such other form as may be specified in the contract, a payment request supported by a schedule of values for the work to be performed. (ii) The Contracting Officer shall determine the amount to be paid based on the percentage of work completed and materials stored at the construction site. (iii) The Government may retain up to 10 percent of the earned amount of each progress payment as a contract reserve; the amount retained shall not exceed 10 percent of the contract price. Retained amounts shall be paid to the contractor at final settlement. (2) The contractor shall submit each payment request as specified in the contract. The designated billing office shall receive the payment requests.

(c) Final payment. The Government shall pay the amount due the contractor under this contract after -- (1) Completion and acceptance of all work; (2) Presentation of a properly executed voucher; and (3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims in stated amounts as may be specifically excepted by the contractor from the operation of the release. A release may also be required of the assignee if the contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727).

(d) Withholding of payments. (1) The Contracting Officer may withhold payments due the contractor under this contract as the Contracting Officer may deem proper to protect the Government if (i) any claims against the contractor for labor or materials have been filed with the Government or other evidence of such claims is received; (ii) there is reasonable evidence of defective work not yet remedied; (iii) claims, costs, or damages to which the Government may become entitled have arisen; (iv) amounts are owed by the contractor to the Government under this contract; or (v) failure of the contractor to make payments properly to subcontractors or for labor, materials, or equipment. Amounts withheld shall be paid to the contractor when the conditions that gave rise to withholding have been removed.

(End of Clause)

SECTION 8 -- FAR 52.236-2 -- DIFFERING SITE CONDITIONS (FULL TEXT)

52.236-2 Differing Site Conditions

As prescribed in 36.502, insert the following clause:

Differing Site Conditions (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of -- (1) Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or (2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in paragraph (a) of this clause for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of Clause)

SECTION 9 -- FAR 52.236-3 -- SITE INVESTIGATION AND CONDITIONS (FULL TEXT)

52.236-3 Site Investigation and Conditions Affecting the Work

As prescribed in 36.503, insert the following clause:

Site Investigation and Conditions Affecting the Work (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of Clause)

SECTION 10 -- FAR 52.252-2 -- CLAUSES INCORPORATED BY REFERENCE (FULL TEXT)

52.252-2 Clauses Incorporated by Reference (FEB 1998)

As prescribed in FAR 52.107(b), insert the following clause:

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/far-overhaul/far-part-deviation-guide/far-overhaul-part-52#FAR_52_252_2 (FAR)

http://www.va.gov/oal/library/vaar/index.asp (VAAR)

(End of clause)

SECTION 11 -- FAR 52.222-90 -- ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (FULL TEXT)

52.222-90 Addressing DEI Discrimination by Federal Contractors (APR 2026)

As prescribed in 22.2203, insert the following clause:

ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (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)

SECTION 12 -- VAAR 852.204-72 -- PERSONNEL VETTING AND CREDENTIALING (FULL TEXT)

852.204-72 Personnel Vetting and Credentialing (MARCH 2026)

As prescribed in VAAR 804.1303, insert the following clause:

PERSONNEL VETTING AND CREDENTIALING (MARCH 2026)

(a) Definitions. As used in this clause -- VA Information system 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.

(b) General. The Contractor and all subcontractors performing work under this contract shall comply with VA Directive/Handbook 0710, Personnel Security and Suitability Program, VA Directive 0735, Homeland Security Presidential Directive-12 (HSPD-12) Program, and all other VA directives and handbooks that govern contractor personnel vetting and credentialing requirements.

(c) Background Investigations. Before a Contractor or subcontractor employee is permitted physical access to a VA facility or logical access to VA information, and to VA information systems, the Contractor shall ensure that the individual has been vetted and credentialed in accordance with VA personnel security requirements. The Contractor shall initiate the background investigation process for all contractor and subcontractor employees required to have physical or logical access to VA facilities or information systems no later than the day the employee commences work under this contract.

(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. 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.

(e) Identification Cards. The Government will provide a Personal Identification Verification (PIV) card or other identification card to fit Contractor personnel who require physical access to VA facilities and/or logical access to VA data or information systems. 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's PIV/identification card when no longer needed for contract performance, upon completion of the Contractor's employment, or upon contract completion or termination.

(f) Flow down of clause. The Contractor shall include the substance of this clause in subcontracts, third-party agreements, and BAAs 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)

SECTION 13 -- VAAR 852.219-75 -- VA NOTICE OF LIMITATIONS ON SUBCONTRACTING -- CERTIFICATE OF COMPLIANCE (FULL TEXT)

852.219-75 VA Notice of Limitations on Subcontracting -- Certificate of Compliance for Services and Construction (JAN 2023) (DEVIATION)

As prescribed in VAAR 819.7009(c), insert the following clause:

VA NOTICE OF LIMITATIONS ON SUBCONTRACTING -- CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (JAN 2023)

(a) Pursuant to 38 U.S.C. 8127(l), any SDVOSB or VOSB awarded a contract or order under this acquisition must comply with the limitations on subcontracting requirements in 13 CFR 125.6 as in effect on the date of contract award.

(b) For construction contracts: The Contractor will not pay more than 85 percent of the amount paid by the Government to it to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 85 percent subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(c) For services contracts: The Contractor will not pay more than 50 percent of the amount paid by the Government to it to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the 50 percent subcontract amount that cannot be exceeded.

(d) The Contractor is required to comply with the limitations on subcontracting as follows: At the contract level. The Contractor shall certify compliance with the limitations on subcontracting as required by the contracting officer.

(e) The following certification shall be completed, signed, and returned with the offeror's bid, quotation, or proposal. The Government will not evaluate or consider the offer for award of a contract or order unless the certification is completed and included with the offer. Any incomplete response may be deemed ineligible for evaluation and award.

CERTIFICATE OF COMPLIANCE

I certify that [ ] I am an SDVOSB or [ ] I am a VOSB, and that if awarded the contract or order resulting from this solicitation, I will comply with the limitations on subcontracting requirements of 38 U.S.C. 8127(l), as described in paragraph (b) of this clause.

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

(End of clause)

SECTION 14 -- COMPLETE CLAUSE INDEX

All clauses applicable to this contract are listed below. Clauses marked FULL TEXT are set forth in this Attachment 7. Clauses marked BY REFERENCE are incorporated by reference and are available at https://acquisition.gov (FAR) or https://www.acquisition.gov/vaar (VAAR).

#	Clause Number	Title	Text	Att. 7 Sec.
1	FAR 52.203-3	Gratuities (APR 1984)	By Reference	--
2	FAR 52.203-5	Covenant Against Contingent Fees (MAY 2014)	By Reference	--
3	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUN 2020)	By Reference	--
4	FAR 52.203-8	Cancellation, Rescission and Recovery of Funds (MAY 2014)	By Reference	--
5	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)	By Reference	--
6	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 2020)	By Reference	--
7	FAR 52.203-17	Contractor Employee Whistleblower Rights (NOV 2023)	By Reference	--
8	FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements (JAN 2017)	By Reference	--
9	FAR 52.204-7	System for Award Management Registration (NOV 2024) (DEVIATION NOV 2025)	By Reference	--
10	FAR 52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)	By Reference	--
11	FAR 52.204-13	System for Award Management Maintenance (OCT 2018) (DEVIATION NOV 2025)	By Reference	--
12	FAR 52.209-6	Protecting the Gov't Interest -- Subcontracting with Debarred Firms (JAN 2025) (DEVIATION NOV 2025)	By Reference	--
13	FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015) (DEVIATION NOV 2025)	By Reference	--
14	FAR 52.212-4	Terms and Conditions -- Commercial Products/Services (Construction Version) (Deviation)	**FULL TEXT**	Sec. 1
15	FAR 52.219-8	Utilization of Small Business Concerns (JAN 2025) (DEVIATION NOV 2025)	By Reference	--
16	FAR 52.219-14	Limitations on Subcontracting (OCT 2022) (DEVIATION NOV 2025)	By Reference	--
17	FAR 52.222-3	Convict Labor (JUN 2003) (DEVIATION NOV 2025)	By Reference	--
18	FAR 52.222-4	Contract Work Hours and Safety Standards -- Overtime Compensation (MAY 2018) (DEVIATION NOV 2025)	By Reference	--

19	FAR 52.222-6	Construction Wage Rate Requirements (AUG 2018) (DEVIATION NOV 2025)	**FULL TEXT**	Sec. 6
20	FAR 52.222-7	Withholding of Funds (MAY 2014) (DEVIATION NOV 2025)	By Reference	--
21	FAR 52.222-8	Payrolls and Basic Records (JUL 2021) (DEVIATION NOV 2025)	By Reference	--
22	FAR 52.222-10	Compliance with Copeland Act Requirements (FEB 1988) (DEVIATION NOV 2025)	By Reference	--
23	FAR 52.222-11	Subcontracts (Labor Standards) (MAY 2014) (DEVIATION NOV 2025)	By Reference	--
24	FAR 52.222-12	Contract Termination -- Debarment (MAY 2014) (DEVIATION FEB 2025)	By Reference	--
25	FAR 52.222-13	Compliance with Construction Wage Rate Requirements (MAY 2014)	By Reference	--
26	FAR 52.222-14	Disputes Concerning Labor Standards (FEB 1988) (DEVIATION NOV 2025)	By Reference	--
27	FAR 52.222-15	Certification of Eligibility (MAY 2014)	By Reference	--
28	FAR 52.222-19	Child Labor -- Cooperation with Authorities and Remedies (MAR 2026) (DEVIATION NOV 2025)	By Reference	--
29	FAR 52.222-35	Equal Opportunity for Veterans (JUN 2020) (DEVIATION NOV 2025)	By Reference	--
30	FAR 52.222-36	Equal Opportunity for Workers with Disabilities (JUN 2020) (DEVIATION NOV 2025)	By Reference	--
31	FAR 52.222-37	Employment Reports on Veterans (JUN 2020) (DEVIATION NOV 2025)	By Reference	--
32	FAR 52.222-40	Notification of Employee Rights Under NLRA (DEC 2010) (DEVIATION NOV 2025)	By Reference	--
33	FAR 52.222-50	Combating Trafficking in Persons (NOV 2021) (DEVIATION NOV 2025)	By Reference	--
34	FAR 52.222-54	Employment Eligibility Verification (JAN 2025) (DEVIATION NOV 2025)	By Reference	--
35	FAR 52.222-55	Minimum Wages for Contractor Workers Under EO 14026 (JAN 2022) (DEVIATION NOV 2025)	By Reference	--
36	FAR 52.222-62	Paid Sick Leave Under EO 13706 (JAN 2022) (DEVIATION NOV 2025)	By Reference	--
37	FAR 52.222-90	Addressing DEI Discrimination by Federal Contractors (APR 2026)	**FULL TEXT**	Sec. 11
38	FAR 52.223-23	Sustainable Products (MAY 2024) (DEVIATION NOV 2025)	By Reference	--
39	FAR 52.225-9	Buy American -- Construction Materials (OCT 2022) (DEVIATION NOV 2025)	By Reference	--
40	FAR 52.226-7	Drug-Free Workplace (MAY 2024)	By Reference	--

41	FAR 52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024)	By Reference	--
42	FAR 52.227-1	Authorization and Consent (JUN 2020)	By Reference	--
43	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)	By Reference	--
44	FAR 52.227-4	Patent Indemnity -- Construction Contracts (DEC 2007)	By Reference	--
45	FAR 52.228-1	Bid Guarantee (SEPT 1996)	**FULL TEXT**	Sec. 4
46	FAR 52.228-2	Additional Bond Security (OCT 1997)	By Reference	--
47	FAR 52.228-5	Insurance -- Work on a Government Installation (JAN 1997)	By Reference	--
48	FAR 52.228-11	Individual Surety -- Pledge of Assets (FEB 2021)	By Reference	--
49	FAR 52.228-12	Prospective Subcontractor Requests for Bonds (DEC 2022)	By Reference	--
50	FAR 52.228-15	Performance and Payment Bonds -- Construction (JUN 2020)	**FULL TEXT**	Sec. 5
51	FAR 52.229-3	Federal, State and Local Taxes (FEB 2013) (DEVIATION SEP 2025)	By Reference	--
52	FAR 52.232-5	Payments Under Fixed-Price Construction Contracts (MAY 2014)	**FULL TEXT**	Sec. 7
53	FAR 52.232-27	Prompt Payment for Construction Contracts (JAN 2017)	By Reference	--
54	FAR 52.232-33	Payment by Electronic Funds Transfer -- SAM (OCT 2018)	By Reference	--
55	FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (MAR 2023)	By Reference	--
56	FAR 52.233-3	Protest After Award (AUG 1996) (DEVIATION NOV 2025)	By Reference	--
57	FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004) (DEVIATION NOV 2025)	By Reference	--
58	FAR 52.236-2	Differing Site Conditions (APR 1984) (DEVIATION AUG 2025)	**FULL TEXT**	Sec. 8
59	FAR 52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984) (DEVIATION AUG 2025)	**FULL TEXT**	Sec. 9
60	FAR 52.236-5 thru 15	FAR Part 36 Construction Clauses (Material/Workmanship; Superintendence; Permits; Other Contracts; Protection; Operations; Use/Possession; Cleaning; Accident Prevention; Utility Services; Schedules) (DEVIATION AUG 2025)	By Reference	--
61	FAR 52.236-17	Layout of Work (APR 1984) (DEVIATION AUG 2025)	By Reference	--
62	FAR 52.236-21	Specifications and Drawings for Construction (FEB 1997) (DEVIATION AUG 2025)	By Reference	--

63	FAR 52.240-91	Security Prohibitions and Exclusions (DEVIATION NOV 2025)	By Reference	--
64	FAR 52.240-93	Basic Safeguarding of Covered Contractor Information Systems (DEVIATION NOV 2025)	By Reference	--
65	FAR 52.242-13	Bankruptcy (JUL 1995)	By Reference	--
66	FAR 52.242-14	Suspension of Work (APR 1984)	By Reference	--
67	FAR 52.243-4	Changes (JUN 2007) (DEVIATION JUL 2025)	By Reference	--
68	FAR 52.244-6	Subcontracts for Commercial Products and Commercial Services (JAN 2025) (DEVIATION APR 2026)	By Reference	--
69	FAR 52.246-12	Inspection of Construction (AUG 1996)	By Reference	--
70	FAR 52.246-21	Warranty of Construction (MAR 1994)	By Reference	--
71	FAR 52.248-3	Value Engineering -- Construction (OCT 2025)	By Reference	--
72	FAR 52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) -- Construction (APR 2012)	By Reference	--
73	FAR 52.249-10	Default (Fixed-Price Construction) (APR 1984)	By Reference	--
74	FAR 52.252-2	Clauses Incorporated by Reference (FEB 1998)	**FULL TEXT**	Sec. 10
75	FAR 52.252-6	Authorized Deviations in Clauses (NOV 2020)	By Reference	--
76	VAAR 852.201-70	Contracting Officers Representative (DEC 2022)	By Reference	--
77	VAAR 852.203-70	Commercial Advertising (MAY 2018)	By Reference	--
78	VAAR 852.204-70	Personal Identity Verification of Contractor Personnel (MAR 2026) (DEVIATION FEB 2026)	By Reference	--
79	VAAR 852.204-71	Information and Information Systems Security (FEB 2023)	By Reference	--
80	VAAR 852.204-72	Personnel Vetting and Credentialing (MARCH 2026)	**FULL TEXT**	Sec. 12
81	VAAR 852.211-72	Technical Industry Standards (NOV 2018)	By Reference	--
82	VAAR 852.219-73	VA Notice to Total Set-Aside for Certified SDVOSBs (JAN 2023) (DEVIATION)	**FULL TEXT**	Sec. 3
83	VAAR 852.219-75	VA Notice of Limitations on Subcontracting -- Certificate of Compliance (JAN 2023) (DEVIATION)	**FULL TEXT**	Sec. 13
84	VAAR 852.222-71	Compliance with Executive Order 13899 (DEVIATION) (APR 2025)	By Reference	--
85	VAAR 852.223-71	Safety and Health (SEP 2019)	By Reference	--
86	VAAR 852.228-70	Bond Premium Adjustment (JAN 2008)	By Reference	--
87	VAAR 852.228-72	Assisting SDVOSBs in Obtaining Bonds (DEC 2009)	By Reference	--
88	VAAR 852.232-70	Payments Under Fixed-Price Construction Contracts (Without NAS-CPM) (NOV 2018)	By Reference	--
89	VAAR 852.232-72	Electronic Submission of Payment Requests (NOV 2018)	By Reference	--

90	VAAR 852.236-71	Specifications and Drawings for Construction (APR 2019)	By Reference	--
91	VAAR 852.236-72	Performance of Work by the Contractor (APR 2019)	By Reference	--
92	VAAR 852.236-79	Contractor Production Report (APR 2019)	By Reference	--
93	VAAR 852.236-80	Subcontracts and Work Coordination (APR 2019)	By Reference	--
94	VAAR 852.239-76	Information and Communication Technology Accessibility (FEB 2023)	By Reference	--
95	VAAR 852.242-70	Government Construction Contract Administration (OCT 2020)	By Reference	--
96	VAAR 852.242-71	Administrative Contracting Officer (OCT 2020)	By Reference	--
97	VAAR 852.243-70	Construction Contract Changes -- Supplement (SEP 2019)	By Reference	--
98	VAAR 852.273-74	Award Without Exchanges (Commercial)	**FULL TEXT**	Sec. 2