VA Nebraska – Western Iowa Health Care System (HCS)
Construction Statement of Work (SOW)

Project Number (PN): 636-24-505
Upgrade Transitional Residence (TR) House Bathrooms

2201 North Broadwell Avenue
Grand Island, Nebraska 68803

1. **GENERAL SCOPE OF WORK**

   Contractor shall completely prepare site for turnkey space building operations including demolition and removal of existing structures; furnish labor and materials; and perform work and construction services for **VA Project # 636-24-505 Upgrade TR House Bathrooms GI** as required by this SOW and attachments provided.

   a. **Location of Project:** 2201 N. Broadwell, Grand Island, NE 68803
      i. Building 5, Transitional Rehab (TR) House (single floor), located near Wheeler Ave and 23rd St.

   b. **TR House Bathrooms:** Renovate TR house bathrooms including modifications of room finishes and replacement of bathroom fixtures with no change to overall dimensions.
      i. Building houses resident patients and will remain occupied during construction
      ii. Bathrooms will be made available 1 at a time. {See also Para 4}
      iii. Staging can be within attached bedrooms. {See also c., i., (c) below}
      iv. As a healthcare facility with patients, every precaution must be taken to minimize if not eliminate any adverse impact to the residents of the TR house.

   c. **<u>REQUIRED PRECAUTIONS</u>:**
      i. Bedrooms may be used as anterooms during bathroom renovations in BASE BID.
         (a) Materials and equipment may be staged in each bedroom while the attached bathrooms are under construction.
         (b) Precautions must be taken to avoid damaging floors, walls, ceilings, fixtures, and anything in the bedrooms. Anything damaged must be fixed or replaced.
         (c) Bulk storage of materials must be at Contractor's facility, or on-site container at Contractor's expense. VA will provide location that is about 250 yards away from Bldg 5.

   d. **BRAND NAME OR EQUIVALENT – BASIS OF DESIGN:**
      i. There are no required brand names. Wherever a brand/manufacturer/supplier is referenced within this document, the VA has chosen to pre-approve the product for use in this project. No requirement is implied to sole source any product. They are provided to depict general industry standards which are desired to assist the Contractor. Submit equivalent proposed material cut sheets, finish, and color information to the CO & COR for approval.
      ii. General material color for shower pan, surround, wainscot, toilet, and solid surface lavatory is white.
      iii. Finish for plumbing fixtures, shower curtain bar, towel bars, tissue holder, cabinet hardware, exhaust grilles are to be chrome. All must be durable quality metal with chrome finish, no chromed plastic allowed.
      iv. All fixtures and fittings shall be reputable brands available through plumbing wholesalers in chromed brass or metal which meet higher American industry quality standards.

2. **DESCRIPTION OF WORK**

   Nine (9) bathrooms are included in this SOW. General dimensional information is as follows: **Bathrooms 1-3 and 5-9** are same nominal size, with reverse layout back-to-back. They are approximately 5ft-2in wide by 7ft deep front to back. **Bathroom 11** is approximately 7ft-11in wide by 7ft deep front to back. Minor dimensional differences may exist due to repairs over the years. There is a nominal 4ft height crawl space with concrete floor under both wings of rooms.

   a. **TR House Bathrooms:** Nine (9) bathrooms are included in this SOW, see *Figure 1*.
      i. All Nine (9) bathrooms shall each receive the following:
         (a) Remove existing tub/shower, towel bar, toilet, light fixture, wall-mounted sink, soap dish tile, mirror, medicine cabinet, paper towel dispenser, unused brackets, and other removals as necessary for renovation and approved by COR.
            (i) Other removals pertain to items found as part of existing conditions that the contractor believes would prevent them from finishing the renovation. Consult COR room-by-room for agreement.

         (b) Furnish and install Shower:

(i) Re-plumb from 1.5" drain to a 2" shower drain. Must be brass/Cu/CI metal DWV line and fittings. Tie in below can be no-hub insert or coupling.
(ii) 32" x 60" white shower base, right or left drain as exists per present layout.
(iii) Shower walls -Durabath SSP 96" (3) wall surround in smooth white finish (or equivalent that meets the same standard/requirements)
(iv) Corner shelves in the shower (4)
(v) Straight curtain rod permanent mount. Back set slightly so that hanging shower curtain will cascade or drip into the shower base and properly drain.
(vi) Horizontal and vertical safety bars in shower as outlined in VA barrier free guide. (chrome)
(vii) Moen EVA chrome Posi-Temp Single-Handle faucet with trim and single-function shower head (or equivalent that meets the same standard/requirements)
(viii) Shower valve must be set for temperature not to exceed 117ºF.
(ix) Within shower access panels located in opposite room closet, install hot and cold water supply line ¼ turn shut off valves.

(c) Furnish and install towel bar, near tail wall of shower just outside, across from the toilet.
(d) Furnish and install Durabath SSP wainscot (or equivalent that meets the same standard/requirements) on bathroom walls, covering old tile area, to match shower walls. Industry norm for this area when covering sound tile wall, may be slightly less thickness than shower surround. Consult SSP manufacturer for recommended adhesive. Procure or fabricate top edge finish nosing and seal to prevent water intrusion.
(e) Furnish and install Flooring:
(i) Bathrooms 1-3 and 5-9 have approximately 27-30 sq ft of open floor before toilet and cabinet are installed. Bathroom 11 has about 45 sq ft due to layout.
(ii) Remove existing mosaic floor tile. {See dust mitigation recommendation in Para 5.}
(iii) TeknoFlor Luxury Vinyl Plank (or equivalent that meets the same standards) (Color is named Adobe, which is a reddish-clay close to a midtone Medium Oak or Auburn Oak, and has wood style pattern)
(iv) Rubber cove base trim in a light brown which accents with the LVP flooring and white birch lavatory cabinet. Approve color with COR.
(f) Furnish and install Toilet:
(i) Kohler ADA Joist 2-Piece Single Flush Elongated Toilet in White (Seat Included) (or equivalent that meets the same standard/requirements)
- Elongated bowl
- Soft close seat
- Floor mounted

(ii) Furnish and Install new CI closet flanges or CI repair flanges for all toilets.
(iii) Existing 4inch waste risers must be investigated for soundness. Some may be fine to demo old flange and install a push in twist-n-seal type flange. If not, then Re-plumb existing 4inch waste riser as necessary to accommodate. Consult with COR.
(iv) Backfill and level floor voids around flange/riser with HS concrete patch.
(v) Furnish and Install ¼ turn chrome shut off valve and SS braid flex fill valve supply line. Contractor to field verify proper length needed.
(g) Furnish and install a partial recessed-type chrome toilet tissue dispenser. Due to tight space, general placement will be to upper front of vanity base cabinet next to toilet. Specific placement plan per structure of vanity cabinet TBD with Contractor and COR.
(h) Furnish and install Vanity:
(i) 24"W x 34"H x 21"D White Birch single-door lavatory base cabinet. Door style recessed square panel. MDF cabinet okay per commercial norm, with real wood face stiles and door. (chrome hinges/hardware).
(ii) Solid surface vanity top with integral round sink bowl in white.
(iii) Moen EVA chrome 2-handle faucet (or equivalent that meets the same standard/requirements)
(iv) Furnish and Install ¼ turn chrome shut off valves and SS braid flex supply lines.

Contractor to field verify proper lengths needed.

(i) 24" x 30" Surface mount white medicine cabinet/mirror combo, with relatively square chrome edged mirror.
- Mount height of cabinet bottom, approximately 16in above lavatory top so bottom of mirror door is approximately 14in above lavatory top.
- BR's 1-5 on south side, and BR11 need RH hinge. BR's 7,8,9 need LH hinge.

(j) Furnish and install a 3-bulb vanity style light fixture with LED light bulbs. Chrome finish with downward facing jar-over-bulb type fixture, mounted over the medicine cabinet.

(k) The lavatory/sink, medicine cabinet/mirror, and light fixture shall be center aligned.

(l) Re-Paint all plaster/gypsum wall and ceiling surfaces with Sherwin Williams Pro-Mar 200 Semi-Gloss SW7626 Zurich White, or equivalent brand quality.

(m) In rooms with exhaust, remove and replace intake louver/grille with new chrome grille.

(n) As stated in 1., d., iii., Chrome finishes preferred, all deviations must be approved by COR.

ii. Bathroom #11 requires all work, fixtures and finishes specified the same as defined above for the other 8 bathrooms stated in 2.a.i of this SOW. However, due to floor plan differences and clearance constraints, Room11 requires three exceptions to reconstruction. {Photo with tape measure provided for visual reference in the Attachments. See Materials List.}

(a) The shower base in Room11 needs to be 32" x 48" in order to safely fit within the space.

(b) It also requires construction of a new end wall from floor to ceiling for the shower base.

(c) The wall shall be constructed of metal studs, mold/moisture-rated GWB, and finished with metal or poly corner bead.

(d) Apply primer paint to new drywall before finishing top coat.

(o) Paint or Re-Paint all plaster/gypsum wall and ceiling surfaces with Sherwin Williams Pro-Mar 200 Semi-Gloss SW7626 Zurich White, or equivalent brand quality.

(e) *For installation of Toilet in Room11, at minimum plan for an offset CI toilet flange to provide more shower entry clearance. It may be necessary to slightly demo the floor to right or west, reposition new flange 3-5 inches westward, and install fittings below to achieve slight offset. Backfill and level floor around flange/riser with HS concrete patch. (floor is approximately 2.5 inches thick). The lavatory cabinet can shift to right a few inches. The Contractor and COR will investigate to determine and agree on most feasible solution and spacing.

Figure 1: The 9 bathrooms being renovated are outlined in red.

3. **PERIOD OF PERFORMANCE**

   TR House Bathrooms: total period of performance is 135 calendar days from issuance of Notice to Proceed (NTP).

4. **PHASING**
   a. **TR House Bathrooms:** The TR House will remain open and occupied 24/7 during this project.
      i. Rooms shall be turned over to the contractor one at a time to minimize disruption to the patient count.
      ii. Complete Acceptance and Beneficial Occupancy will be required for each room before continuing onward to next room.
      iii. The VA reserves 2 federal business days between rooms to coordinate moving residents.

5. **GENERAL WORK GUIDANCE**
   a. During construction all areas of the campus will remain fully operational.
   b. Prime Contractor PM or Superintendent dedicated exclusively to this project must be on-site monitoring while work is being performed and must be OSHA 30-hour certified.
   c. All work must be contained within the approved construction limits and must maintain a clean work site.
   d. Normal working hours defined for this document are federal business days from 7:00 am to 4:30 pm.
   e. Work on the base bid, TR House Bathrooms will only occur during normal working hours.

f. Contractor shall install temporary environmental controls prior to construction.
g. Contractor shall employ methods to minimize dust creation during demolition from beyond the immediate work area. For example water misting by hand pump sprayer is recommended when breaking up flooring tiles, wall plaster cutting, etc., and use of shop vacuums with HEPA bags cleaned and replaced regularly.
h. Contractor shall repair any areas damaged by installation, including landscaping.
i. Contractor shall remove all debris from VA property. Construction and demolition non-hazardous solid waste report is required to be submitted monthly.
j. Contractor shall provide an Accident Prevention Plan (APP) no later than 5 calendar days prior to pre-construction meeting.
k. Contractor shall provide an Activity Hazard Analyses (AHA) no later than 5 calendar days prior to pre-construction meeting.
l. Contractor shall comply with all applicable Federal, State, and Local codes and laws including but not limited to:
   i. Energy Policy Act
   ii. Energy Independence and Security Act
   iii. All State and Local Jurisdictions enforcing Federal Law
   iv. International Building Code, all chapters
   v. OSHA Standards
   vi. NFPA 101 Life Safety Standards
   vii. VA Accessibility Standards {i.e. ADA compliance and barrier-free design guide}

6. PROJECT MEETING MANEGMENT

The VA does not expect the need for a submittal registry to be used. Utilization of email should support any RFIs and routine transferal of documentation between CO, COR and Contractor. If any issues arise, the COR will obtain input with VA OIT.

a. Contractor shall take minutes of all project meetings.
b. Contractor must send format to COR for approval 2 federal business days before the first meeting.
c. Minutes must include meeting date and time; agenda; meeting location; list of participants with their affiliations and telephone numbers; be fully descriptive of issues, problems, and decisions made; and action items with names of responsible parties and deadlines.
d. Minutes must include attachments of all exhibits and references unless part of another submittal.
e. Contractor shall provide, via email, complete copies of all minutes and attachments to CO&CS and COR, and all attendees within 2 federal business days after the occurred meeting.
f. All changes to the minutes shall be reflected in a revised version prepared by the Contractor.
   i. Copies of updated minutes shall be distributed to the COR and all attendees within 24 hours after change notice.

7. Project Pay Applications:

a. All submitted project pay applications require certified payroll and waste report documents to be current with each pay submission.
b. Approval of all invoices will require documents to be current.
c. Certified payroll documents shall be submitted to the COR weekly.
d. Pay Applications are not to be sent to the CO for certification approval.
e. First, COR, Site Superintendent, and GC's PM must pre-review and agree on completed content for Project Pay Applications, and any potential adjustments.
f. Once COR, Site Superintendent, and GC's PM reach agreement, COR will email the CO that a Pay Application has been reviewed and concurs for certification for payment.

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and vendors at VA health care facilities.

9. SECURITY ACCREDITATION PACKAGE:

a. VA IT network Certification and Accreditation (C&A) requirements do not apply, and a Security Accreditation Package is not required.

10. CONSTRUCTION PERFORMANCE STANDARD:

a. Contractor is solely responsible for construction quality that will result in a final product meeting the constraints set forth in these contract documents.

11. WARANTY

a. Minimum standard one-year contractor's warranty as administered by this contract, unless otherwise specified.

12. FORMS AND BADGING

1. All personal working on this project shall comply with and sign, "DEPARTMENT OF VETERANS AFFAIRS (VA) INFORMATION SECURITY RULES OF BEHAVIOR (ROB) FOR NON-ORGANIZATIONAL USERS" attached the Solicitation as "Updated ROB for Non-Organizational Users," which is printable. All contractor personnel will read, initial/date each page, and fully fill out signa and date the last page. Completed documents will be turned in to the COR.
2. Contractor will be required to comply with any training requirements as necessary.
3. All contractors visiting the jobsite will need to follow the background check and badging policy in effect at time of award. The COR will provide this information at the PRECON meeting or sooner the awardee.

13. NARA - RECORDS MANAGEMENT OBLIGATIONS

A. Applicability

This clause applies to all Contractors whose employees create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists.

B. Definitions

"Federal Record" as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:

1. includes [Department of Veteran Affairs] records.
2. does not include personal materials.
3. applies to records created, <u>received, or maintained by Contractors pursuant to their [Department of Veteran Affairs] contract</u>.
4. may include deliverables and documentation associated with deliverables.

C. Requirements

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or

falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.

3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

4. [VA Nebraska-Western Iowa Health Care System] and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of [VA Nebraska-Western Iowa Health Care System] or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701.
In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to [VA Nebraska-Western Iowa Health Care System]. The agency must report promptly to NARA in accordance with 36 CFR 1230.

5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the [contract vehicle]. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to [VA Nebraska-Western Iowa Health Care System] control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the [contract vehicle]. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

6. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts.

The Contractor (and any sub-contractor) is required to abide by Government and [VA Nebraska-Western Iowa Health Care System] guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with [VA Nebraska-Western Iowa Health Care System] policy.

8. The Contractor shall not create or maintain any records containing any non-public [VA Nebraska-Western Iowa Health Care System] information that are not specifically tied to or authorized by the contract.

9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected

from public disclosure by an exemption to the Freedom of Information Act.

10. The [VA Nebraska-Western Iowa Health Care System] owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which [VA Nebraska-Western Iowa Health Care System] shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

11. Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take VHA-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

[Note: To the extent an agency requires contractors to complete records management training, the agency must provide the training to the contractor.]

D. Flowdown of requirements to Subcontractors

1. The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this [contract vehicle], and require written subcontractor acknowledgment of same.

2. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

14. NATIONAL ACHIVES AND RECORDS ADMINISTRATION (NARA) REQUIREMENT

a. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.
b. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
c. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
d. VA Nebraska-Western Iowa Health Care System and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of VA Nebraska-Western Iowa Health Care System or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or

destruction of records, Contractor must report to VA Nebraska-Western Iowa Health Care System. The agency must report promptly to NARA in accordance with 36 CFR 1230.

e. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract vehicle. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to VA Nebraska-Western Iowa Health Care System control, or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the contract vehicle. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

f. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and VA Nebraska-Western Iowa Health Care System guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

g. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with VA Nebraska-Western Iowa Health Care System policy.

h. The Contractor shall not create or maintain any records containing any non-public VA Nebraska-Western Iowa Health Care System information that are not specifically tied to or authorized by the contract.

i. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.

j. The VA Nebraska-Western Iowa Health Care System owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which VA Nebraska-Western Iowa Health Care System shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

k. A fillable/printable copy of the NARA Language for Contracts is attached the Solicitation.

l. TMS 20939 - VA Privacy Training for Personnel without Access to VA Computer Systems or Direct Access to or the Use of VA Sensitive Information Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take VHA-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training. Training materials are attached to the Solicitation. The COR will discuss the requirements during the PRECON meeting.

15. ATTACHMENTS

a. All Attachments referenced above in this Statement of Work can be located as .pdf documents at the end of the Solicitation document and/or posted as individual documents with the Solicitation on SAM.gov.