

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER 36C24818R0184	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 04-25-2018	PAGE OF PAGES 1 66
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER 548-17-4-5908-0001	6. PROJECT NUMBER 548-16-613
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7. ISSUED BY Department of Veterans Affairs West Palm Beach VA Medical Center 7305 North Military Trail Palm Beach Gardens FL 33410-6400	CODE	8. ADDRESS OFFER TO Department of Veterans Affairs West Palm Beach VA Medical Center 7305 North Military Trail Palm Beach Gardens FL 33410-6400
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9. FOR INFORMATION CALL:	a. NAME Jose Delgado	b. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS) jose.delgado3@va.gov
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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)

Project Title: Replace Air Handlers
Project No.: 548-16-613
Project Location: West Palm Beach Veteran Affairs Medical Center (WPBVAMC)
Magnitude of this project is between \$2,000,000 and \$5,000,000
Contracting Officer: Jose Delgado
NAICS - 236220

The contractor shall provide all construction services, labor equipment, materials, supervision and all other resources necessary to replace air handlers at the WPBVAMC in accordance with this solicitation, statement of work and included specifications.

This is a 100% Service Disabled Veteran Owned Small Business Set Aside. Prospective contractors are cautioned that any proposal submitted in response to this solicitation must meet the criteria identified by 38 CFR, Part 74. Any person, persons, or business entity suspected of misrepresenting itself for the purpose of securing a Government contract may be criminally investigated and prosecuted for fraud against the United States of America. Parties found misrepresenting their status also risk debarment from further government contracts.

11. The Contractor shall begin performance within 21 calendar days and complete it within 180 calendar days after receiving award, notice to proceed. This performance period is mandatory negotiable. (See 52.211-10).

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 15
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and email copies to perform the work required are due at the place specified in Item 8 by 4:00 PM EST (hour) local time 05-25-2018 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due.

b. An offer guarantee is, is not required.

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

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

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A.1 PRICE/COST SCHEDULE**ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Provide all labor, materials, tools and equipment, necessary to remove and replace eight air handlers. The project "Replace Air Handlers 4, 35, 54, 55, 27, NAH1, NAH2, NAH3" includes, demolition, and installation (8) new air handler systems to replace existing air handler units, heating and cooling valves actuators, and all dampers.	1.00	JB	_____	_____
GRAND TOTAL				_____	

A.2 STATEMENT OF WORK

GENERAL INFORMATION

Overview: West Palm Beach VA Medical Center (WPBVAMC) strives to support both patients and staff in a healthcare setting. Protection of patient's, visitor's and staff's health from risks associated with the environment and construction activities is the highest priority. The architecture and interior design embody the highest level of environmental stewardship.

Title of Project: 548-16-613 REPLACE AIR HANDLERS 4, 35, 54, 55, 27, NAH1, NAH2, NAH3

I. DEFINITIONS AND ACRONYMS:

- A. A/E: This term, as used herein, refers to the Architect-Engineer firm that is part of the design team (Government Consultant).
- B. Contracting Officer (CO): The services to be performed under this contract are subject to the general supervision, direction, control and approval of the Contracting Officer.
- C. Project Manager (PM)/Contracting Officers Representative (COR): The Contracting Officer's representative responsible for administering contracts under the immediate direction of the Contracting Officer.
- D. Prime Construction Contractor: This term, as used herein, refers to the contractor under this contract.
- E. Pre-Construction Risk Assessment (PRCA): Used to identify potential risks associated with the renovation, construction and some maintenance & repair activities and to develop risk mitigation strategies to minimize these risks. Prior to beginning work this assessment will be completed.
- F. Interim Life Safety Measures (ILSM): Measures that are instituted to compensate for significant hazards posed by existing life safety (fire) code deficiencies or construction/renovation activities.
- G. Certified Independent Third-Party Safety Professional (CITP): Certified Independent Third-Party Safety Professional for the review of the design documents for compliance with national and local codes, standards, federal and state regulations.

- H. Facilities Condition Assessment (FCA): Is an industry term that describes the process of a qualified group of trained industry professionals performing an analysis of the condition of a group of facilities that may vary in terms of age, design, construction methods, and materials
- I. Competent Person (CP): One who is capable of identifying any existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

II. SCOPE OF WORK:

- A. Provide all labor, materials, tools and equipment, necessary to remove and replace eight air handlers. Described here called “Replace Air Handlers 4, 35, 54, 55, 27, NAH1, NAH2, NAH3” and in other specific tasks as further defined by this request for proposal (RFP). The project “Replace Air Handlers 4, 35, 54, 55, 27, NAH1, NAH2, NAH3” includes, demolition, and installation of eight (8) new air handler systems to replace existing air handler units, heating and cooling valves actuators, and all dampers. Contractors shall utilize our newly installed BACnet compatible building automation system (BAS) for this project.
- B. Work involves modifying plumbing systems, electrical systems, building automation systems, structural steel frame as required and supply, return and exhaust systems. All final shop drawings, specifications, equipment cuts and shop drawings shall be submitted and approved both by AE and COR before any construction work starts. All Air Handler Unit shut downs shall be coordinated with COR. No Air Handler Unit shall be shut down without approval by COR.
- C. Contractor is responsible to provide temporary storage for the equipment removed from construction areas and to be re-installed.
- D. Contractor shall bring all Air Handler Units into mechanical equipment rooms selecting any feasible and most cost-effective approach. All equipment shall fit into existing elevators. All return and exhaust fans, existing VFD’s in the affected areas, VFD programing and BAS programming/software of all units shall be inspected for proper operation. Minor adjustments/fixes shall be done without cost to owner. All systems, supply, exhaust and return air systems, chilled & hot water in the affected areas shall be rebalanced. All cooling coils shall be selected for maximum dehumidification and factory coated as per VA specifications. All new electric/digital controls where required shall be BACnet ready and work seamlessly with existing BAS. All existing air flow stations associated with AHUs within MER shall be removed. All new air flow sensors shall have 2% accuracy or better. All new heating and cooling valves shall be (2) way with electric actuators and controls. Existing shut off valves will be replaced with same size shut off valves if they don’t hold and leak. Interior of air handler unit casings shall be stainless

steel, outside return and exhaust air dampers shall be opposed blade, aluminum with stainless steel hardware and shall be coated at factory with epoxy, with switch package to remotely indicate damper blade position.

- E. All electrical (both hi and low voltage) wiring shall be installed by a licensed Electrical Contractor.
- F. The areas that are being supplied by AH4, AH27, AH35, NH1, NH2, NH3 must not be shut down for more than 4 hours, and must be supplied by auxiliary HVAC units during the removal and installation process. The Auxiliary HVA units unites shall be sized to meet the design load of the new units. Power to the auxiliary units will be temporarily supplied by power for the new units being installed. AH 54, and AH 55 may use axillary, however they must be installed as outlined in the Performance Period as out lined below.
- G. Work on air handlers with auxiliary HVAC units can be done during normal working hours, 7:30 AM to 4:00 PM.
- H. The work area must be kept clean always. Sticky mats will be placed at entrance to the mechanical room and changed as required. The Contractor shall be responsible for the removal and disposal of all trash/debris connected with construction activities as required. Trash/debris must be covered during transporting to dumpster and path must clean as required.
- I. Contractor employees shall be required to maintain a professional appearance including a shirt bearing the company logo. All contractor employees will be required to acquire and wear approved Medical Center Contractor badge. Per Medical Center policy, badge must be visible and located above the waist.
- J. Any changes to this SOW shall be authorized and approved only through written correspondence from the CO. A copy of each change will be kept in a project folder along with all other products of the project. Costs incurred by the contractor through the actions of parties other than the CO shall be borne by the contractor.
- K. The contractor shall identify, by name, the key management and technical personnel who will work under this contract at the time the work is being negotiated.
- L. If a key person becomes unavailable to complete the contract, the proposed substitutions of key personnel shall be made only as approved directed by the Contracting Officer and the COR. The government will not dictate specific experience and education requirements of the employees initially proposed to perform the work stated herein. The contractor shall submit a resume of qualifications and all other direct employees proposed for the project. All Contractor employees will be approved by the COR prior to bringing on duty. If, at any time from date of award to the end of the contract, non-key personnel Contractor personnel are no longer available, the CO reserves the right to review the qualifications of the proposed replacement personnel and to reject individuals who do not meet the qualifications set forth.

- M. The contractor must notify VHA in advance and we will approve or reject proposed contractor key personnel for the performance of this contract. The contractor shall submit a resume of qualifications to the COR for key personnel and all other direct employees proposed for the project. All Contractor employees will be approved by the COR prior to bringing on duty. If, at any time from date of award to the end of the contract, Contractor personnel are no longer available, the VHA will approve the qualifications of proposed replacement personnel and will reject individuals who do not meet qualifications set forth herein. The contractor must inform the VHA COR, and CO when personnel are removed from the contract for any reason. The Contractor shall remove any employee from the performance of this contract within five (5) workdays of receiving notice from the Contracting Officer that the employee's performance is unsatisfactory. All Contractor employees are subject to immediate removal from performance of this contract when they are involved in a violation of the law, VA security, confidentiality requirements and/or other disciplinary reasons.
- N. The contractor must inform the VHA COR and CO when personnel are removed from the contract for any reason.
- O. If a key person becomes unavailable to complete the contract, proposed Substitutions of key personnel shall be made only if approved by the COR and Project Manager.
- P. The contractor shall submit a resume of qualifications to the COR for all direct employees proposed for the project. All Contractor employees will be approved by the COR prior to bringing on duty.

III. SCHEDULING, PHASING, AND WORKING HOURS:

- A. Schedule Objectives – The contractor shall complete the work required under this Scope of Work within one-hundred-eighty (180) calendar days from receipt of “Notice to Proceed” (NTP). Working hours will vary depending on the tasks being accomplished. Work affecting hospital’s operations must be coordinated with VA’s Project Manager/COR.
- B. Contractor shall submit a Critical Path Method (CPM) schedule for the Construction with estimated dates and itemized cost of work to the Contracting Officer for review and approval before Notice to proceed.
 - 1. Coordination of critical path is required to minimize the “one-time shutdown” of each air handler unit to maximum 10 day shut down for units with auxiliary HVAC and 60 consecutive hrs. beginning Friday at 3:00 PM and completing work by 8:00 AM on Monday for AH 54 and AH 55. The contractor shall allow four (4) hrs. fine tuning prior to the end of each installation.

2. The contractor shall provide a phasing plan. Multiple units can be worked on at the same time, but is not required.
- C. Utility shutdowns/Outages: All shutdowns involving temporary impairment of utilities shall be requested by the Contractor at least 14 calendar days in advance.
- D. The contractor shall not commence performance on the tasks in this SOW until the CO has provided them with a Notice to Proceed. Notice to Proceed will be issued within 30 business days after contract award.
- E. For every task, the contractor shall identify in writing all necessary subtasks (if any, and along with associated sub-milestone dates. The contractor's subtask structure shall be reflected in the technical proposal and detailed work plan, with a schedule, the schedule shall be updated weekly if required.
- F. All written deliverables shall be phrased in layperson language. Statistical and other technical terminology shall not be used without providing a glossary of terms

IV. PROJECT CLASSIFICATION: This project has been classified per the Construction Infection Control Risk Assessment as a Type A, Low Risk Group, Class I (in accordance with Life Safety Code and VA Standards: Interim Life Safety Measures (ILSM) Level 1 project.

V. SAFETY REQUIREMENTS: All Contractor's personnel are required to have completed an OSHA-approved 10-hour construction worker course prior to working on the site. The On-site general superintendent/supervisor is required to have completed an OSHA-approved 30-hour construction course prior to working on the site. Every worker must provide the Contracting Officer a copy of current certificates identifying successful completion of the training prior to executing work for the Veterans Administration. In addition, Contractor shall provide submittals for contract construction or renovation work which include the names, qualifications, and training dates for Contractor's Competent Persons (CP), who has been designated to administer the site-specific safety program, as well as the CP for other activities as required by OSHA regulation 29 CFR 1926.32 (such as scaffolds, cranes, excavations, etc.). Contractor's CP are required to implement and maintain effective safety programs that identify and control hazards that may cause injury or illness to VA patients, staff, visitors, and contractor employees. The VA CP does not take the place of Contractor's CP nor acts on their behalf. The VA CP determines if Contractor is meeting VA standards and contractual requirements for safety and OSHA compliance. When these standards and contract requirements are not being met, the VA COR and/or CP will take immediate action to prevent injury, non-compliance, and/or property damage. The Contractor shall submit an Activity Hazard Analysis (AHA), and an

Accident Prevention Plan (APP) as per FAR 52.236-13 prior to commencement of site activities. The Government shall have 21 calendar days to review the AHA and APP.

VI. GOVERNMENT FURNISHED INFORMATION: All available record drawings will be provided upon request. They should not however, be considered “as-built”. These drawing files are provided without warranty or obligation as to the accuracy of information contained in the files. All information in the files shall be independently verified by the user. Any user shall agree to indemnify and hold the VA harmless from any and all claims, damages, losses, and expenses, including, but not limited to, attorney fees arising out of the use of the Computer Aided Design and Drafting (CADD) drawing and other drawing files.

VII. Resources: All designs shall comply with applicable sections of VA standards and publications, and all references therein. Ensure that construction documents comply with the latest edition of these VA construction, design standards, and other references. VA standards can be found on the World Wide Web at <http://www.cfm.va.gov/TIL/>. VA publications, standards, and other references shall include but shall not be limited to the following:

A. Office of Construction & Facilities Management Site Map: <http://www.cfm.va.gov/sitemap.asp>

B. The Technical Information Library (TIL): <http://www.cfm.va.gov/TIL/>

1. Master Construction Specifications Index (PG-18-1)
2. Design and Construction Procedures (PG-18-3)
3. VA Standard Details and CAD Standards (PG-18-4)
4. Equipment Guide List (PG-18-5)
5. Equipment Inspection Manual (Program Guide 7610.2)
6. Equipment Reference Manual (PG-18-6)
7. Space Planning Criteria (PG-18-9)
8. Design Manuals (by discipline) (PG-18-10)
9. Design Guides (graphical, by function) (PG-18-12)
10. Barrier Free Design Guide (PG-18-13)
11. Room Finishes, Door and Hardware Schedules (PG-18-14)
12. Environmental Planning Guidance (PG-18-17)
13. Lighting Study
14. Quality Alerts
15. VA Signage Design Guide
16. Fire Protection Design Manual – Latest Edition
17. Cost Estimating

18. Physical Security Design Manuals for VA Facilities – Mission Critical Facilities (VA Handbook 0730)
 19. Information Security Handbook VA 6500
 20. Energy Reduction Manual (First Draft)
- C. TIL - Master Construction Specifications: <http://www.cfm.va.gov/til/spec.asp>
- D. Department of Veterans Affairs Utilities Design Manual.
- E. Office of Construction & Facilities Management: <http://www.cfm.va.gov/index.asp>
1. VA Office of Facilities Management citations of the AIA design standards found on the world-wide web at <http://cfm.va.gov/TIL/>
 2. VA Office of Health and Safety (OHS): <http://www1.va.gov/vasafety/>
 3. Construction Infection Control Risk Assessment Memorandum
- E. Other design and construction standards and publications that shall be applied to this work includes, but are not limited to:
1. National Fire Protection Association (NFPA) Codes & Standards - www.nfpa.org
 2. OSHA Rules and Regulations
 3. International Building Code (ICC) latest edition
 4. Life Safety Code (NFPA 101) latest edition
 5. The Joint Commission (TJC) Accreditation manual (latest edition)
 6. Sustainable Design Requirements (01 81 11)
 7. Construction Waste Management (01 74 19)
- G. Particular attention is called to CD4, *Symbol Identification of Contract Drawings*.
- H. Equipment symbols shall be in accordance with PG-18-6, *Equipment Reference Manual* (previously List of Equipment Symbols, H-08-6).
- I. Standard *Drawing Details*, in accordance with PG-18-4, shall be utilized to the greatest extent practicable.
- J. Cost estimates shall be developed in strict conformance with VA's Manual for Preparation of Cost Estimates & Related Documents for VA Facilities (March 8, 2011).
<http://www.cfm.va.gov/til/dManual/dmCost.pdf>
- K. *Guidelines for Design and Construction of Health Care Facilities*, Latest Edition, published by The Facilities Guidelines Institute (FGI). <http://www.fgiguideines.org/>

- L. Physical Security Standard, compliance with Medical Center Policy 138-3 and VHA Handbook 0730/2 dated May 27, 2010 “Space Key Control”.

VIII. Department of Veteran Affairs Personnel:

A. Engineering Facilities Management (FMS)

1. COR Name:

(a) COR Email: @va.gov

B. Contracting Office: Jose Delgado

1. Contracting Officer Email: jos.delgado@va.gov

IX. Document requirements:

A. Review Submissions:

1. The Contractor shall prepare and submit complete construction documents for review and approval by the VA in accordance with standard professional practice and prevailing codes.
2. Construction Period Submittals:
 - (a) The contractor shall distribute one (1) electronic set of the submittal in pdf format attention to VA CO with copy to VA PM/COR via e-mail. All materials and equipment submittals must be submitted and approved by record A/E, VA PM/COR and CO prior to start of construction. All submittals shall be as per the specifications.
 - (b) Project record drawings – Contractor shall maintain a set of construction documents (field as-built drawings) to record actual construction changes during the construction process as required by the RFP specifications. The project record drawings will be available for review by the VA PM/COR at all times.
 - (c) Shop drawings and submittals – A/E shall verify Contractor’s shop drawings, detail drawings, schedules, descriptive literature and samples, testing labor-laboratory reports, field test data and review materials for conformity with the RFP documents and specifications. The A/E shall recommend approval, disapproval or other suitable disposition to the VA PM/COR and CO will have final approval authority. The A/E shall evaluate the submittals with reference to any companion submittals that constitute a system. When necessary, the A/E shall request the Contractor to submit related components of a system before acting on a single component. The A/E may be required to hold joint reviews with the VA technical staff on complicated system submittals.

3. Each review submission package shall include three (3) hard copy sets (2 Full Size & 1 Half Size) and one (1) PDF sets on CD-ROM. The package will include an index of drawings (by sheet number and title) and specifications (by section number and title) submitted. The packages will be distributed to the VA Project's COR, the VA Contracting Officer (CO) and others as determined to be appropriate by the VA.
4. The Contractor shall submit a binder of product cut sheets, MSDSs, and all required Contract submittals.

X. QUALITY ASSURANCE/QUALITY CONTROL:

- A. Within 2 weeks of receipt of Notice to Proceed, the Contractor will submit a detailed QA/QC plan describing each QA/QC task that will be taken during the construction and the name of the Construction member responsible for QA/QC.
 1. Upon its completion, each task shall be initialed and dated by the responsible Construction Team member.
 2. A 100% completed QA/QC plan shall be submitted with the final construction document submission package.

XI. CONSTRUCTION PERIOD SERVICES

- A. Pre-Construction Meeting: The A/E firm, as part of the Government Team; A/E firm, will participate in the pre-construction meeting with the VA and the Contractor. The A/E firm shall be prepared to respond to the VA concerns, and shall provide overview of the design.
- B. Site Visits & Inspections:
 1. During Construction Period Services, the A/E may visit the job site as appropriate to the stage of construction to determine in general if the work is being performed in a manner indicating that the work, when completed, will be in accordance with the working drawings.
 2. During the construction period the A/E will be making visits to the project site, when requested by the Contracting Officers Representative (COR). The COR may also request visits for special purposes. Only registered architects and engineers thoroughly familiar with the project may make these site visits. The COR has the prerogative to determine the professional discipline(s) required for any visit. The A/E firm (Government Consultant) will observe the construction, advise the COR of any deviations or deficiencies or solutions to issues discussed. A site inspection report which includes the purpose of the inspection, items

- reviewed, deficiencies observed, recommendations and additional actions required, shall be furnished to the COR within three work days following the site visit date.
- C. Disputes, Interpretations and Clarifications: Upon written request from the VA, the Contractor shall furnish to the VA, with reasonable promptness, in writing or in the form of drawings, interpretations of the Contract Documents prepared by the A/E, if, in the opinion of the VA, such interpretations are necessary for the proper execution or progress of the Work.
- D. Other submittals: The Contractor team shall submit test results, certificates, manufacturer's instructions, manufacturer's field reports, etc. as required by the VA RFP specifications, to the VA Project Manager/COR.
- E. Project record drawings: The Contractor will maintain a set of construction documents (field as-built drawings) to record actual construction changes during the construction process as required by the RFP specifications. The project record drawings will be available for review by the VA Resident Engineer at all times.
- F. Shop drawings and submittals: The Contractor shall check government furnished and/or the contractor's shop drawings, detail drawings, schedules, descriptive literature and samples, testing labor-laboratory reports, field test data and review the color, texture and suitability of materials for conformity with the RFP Documents and construction documents. The A/E will recommend approval, disapproval, or other suitable disposition to the VA. The VA will have final approval authority. The A/E will evaluate the submittals with reference to any companion submittals that constitute a system. When necessary, the A/E will request the Contractor to submit related components of a system before acting on a single component. Should this procedure be inappropriate, the A/E will review all prior submittals for related components of the system before acting on a single component. The A/E may be required to hold joint reviews with the VA technical staff and /or the Contractor on complicated system submittals. The A/E will notify the VA COR in writing of any and all deviations from the requirements of the construction documents that he has found in the submittals.
- G. The contractor shall provide the COR with weekly progress and provide a written progress reports, an updated schedule. This will be set up at the project kick-off meeting.
- H. The progress report shall cover all work completed during the preceding week and shall present the work to be accomplished during the subsequent two weeks. This report shall also identify any problems that arose, along with a statement explaining how the problem was resolved. This report shall also identify any problems that have arisen but have not been completely resolved, with an explanation.
- I. Inspections and Testing:

1. A/E will be present during one (1) Pre-Final inspection and one (1) Final inspection of Work and will generate Punch List and forward the list to the VA with explanations of found deficiencies and/or omissions in work, and recommended correctives.
 2. A/E will review and approve, or take other appropriate action on test reports and Punch List items to be completed or corrected. A/E will approve or disapprove test reports and forward findings to the VA for final disposition.
- J. Review of Documents and Work Acceptance: On closeout of Construction Period Services, the AE will certify that the Contract Documents requirements and intent have been satisfied, workmanship is Professional and at an acceptable level, submittals and other AE supplied Documents as required in Contract Documents are in order for Government approval. However, the Government's final acceptance of the Work is at the discretion of the VA and shall be authorized in writing by the VA Contracting Officer only.
- K. Project Close-Out: The contractor shall comply with the requirements in the "General Requirements", Section 010000, for submission of final RFP as built drawings, manuals and other documents as noted. Required as built drawings and specifications shall be submitted in the same format required for the construction documents.
- L. AS-BUILT: The Contractor shall prepare and submit AS-BUILT drawings as developed from the Construction activities re-lined as-built. Drawings shall be submitted in AutoCAD 2010 (or earlier) format and shall reflect the actual as-built conditions. Stamp drawings in large red bold letters "AS-BUILT" in the lower right-hand corner of all drawings. Drawings shall be submitted on full size consistent with previous requirements herein.
- M. The preliminary and final deliverables, and all associated working papers, application source code, and other material deemed relevant by VA which have been generated by the contractor in the performance of this contract, are the exclusive property of the U.S. Government and shall be submitted to the CO at the conclusion of the contract.
- N. The CO will be the sole authorized official to release, verbally or in writing, any data, draft deliverables, final deliverables, or any other written or printed materials pertaining to this contract. No information shall be released by the contractor. Any request for information relating to this contract, presented to the contractor, shall be submitted to the CO for response.
- O. All work and equipment must be warranted to work for minimum of 12 consecutive months without repairs required. All repairs that require more than one visit must have a thorough

investigation by supplier to determine the root cause of the problem. Provide a report on the cause of the failure and the solution to fix the root cause.

- P. The contractor must immediately respond to all repairs that require a unit to be shut down and the unit must not be down for more than 8 hours.

XII. CONTRACTOR PERSONNEL SECURITY REQUIREMENTS:

A. All contractor employees who require access to the Department of Veterans Affairs' computer systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Office of Security and Law Enforcement prior to contract performance. This requirement is applicable to subcontractor personnel requiring the same access.

1. Position Sensitivity – The position sensitivity has been designated as Low Risk
2. Background Investigation – The level of background investigation commensurate with the required level of access is Background Investigation.
3. Government Responsibilities
 - a. The VA Office of Security and Law Enforcement will provide the necessary forms to the contractor, or to the contractor's employees, after receiving a list of names and addresses.
 - b. Upon receipt, the VA Office of Security and Law Enforcement will review completed forms for accuracy, and forward the forms to the office of Personnel Management (OPM) to conduct background investigations.
 - c. The VA Office of Security and Law Enforcement will notify the CO, and contractor, of adjudication results received from OMB.

Upon being notified about a favorable determination, the CO may issue a notice to proceed to the contractor.

INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

GENERAL PROPOSAL INFORMATION—DESIGN BUILD

1. **Service Disabled Veteran-owned Small Business Verification:** This requirement is 100% set aside for verified Service Disabled Veteran Owned Small Business (SDVOSB). The award of this requirement shall not be delayed due to loss of SDVOSB verification. Proposals submitted by non-verified SDVOSB's will be excluded from evaluation and award consideration.
2. **Offer Acceptance Period:** Offers providing less than **180** calendar days for Government acceptance after the date offers are due may not be considered and may be rejected.
3. **Work Effort:** This project is a Bid-Build Effort: The construction execution shall commence and be completed in accordance with contract requirements.
4. **RFP Issue Date:** April 25, 2018
5. **Site Visit:** May 10, 2018; 2:00 PM EST at the West Palm Beach VA Medical Center.
Contact Jon Roberts at Jon.Roberts@va.gov and/or Jose Delgado at Jose.Delgado3@va.gov to confirm your attendance.

6. **Requests for Information (RFIs):** Due Date: NLT May 14, 2018, 4:00 pm EST. RFI's should be submitted to the contracting officer's e-mail address as follows: jose.delgado3@va.gov. Responses will be provided in a question and answer format. Subject Line of the RFI e-mail should include "RFI #1, 36C24818R0184 and Company Name".

Note: RFI's will not be accepted after due date.

7. **Proposal Due Date:** The size of your file shall not exceed 5 Meg. If you have multiple documents, please submit as separate emails. Subject Line of the Proposal e-mail should include the following subject line: "Phase I (etc.,) – Technical Proposal (etc.,) - 36C24818R0184 – Your Company Name - TAB "X", Email "X" of "X (if multiple emails are required to meet the file limitation identified). All material shall be in typeface Time New Roman (12 font size), 1.5-line spacing on 8½" x 11" white paper with one (1) inch margins all around. Tables and illustration may use a reduced font style, but not less than 8pointst, and may be single-spaced. **Each page must identify the submitting offeror in the header or footer and page number.** Proposals received after that time will not be considered. Proposals are due as follows:
 - a. **Proposal:** Due Date: May 25, 2018 Request for Proposals (RFP) offers for furnishing services identified within the schedule shall be submitted electronically to the Contracting officer (CO) at jose.delgado3@va.gov not later than May 25, 2018, 4:00 PM EST

8. **Offer Guarantee (Bid Bond):** Per FAR Clause 52.228-1-Bid Guarantee, the amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less. NOTE: A scanned copy of the original is acceptable with the original sent by mail.
9. **Magnitude of Construction:** Pursuant to [FAR 36.204\(d\)](#) the following is provided: The magnitude of construction is between \$2,000,000 and \$5,000,000.
10. **North American Industry Classification (NAICS) code:** The applicable NAICS code for this procurement is 236220 (Construction and Institutional Building Construction). The Small Business size standard is \$36.5 Million.

2.1 PROPOSAL PREPARATION AND EVALUATION FACTORS

1. **Proposal Preparation and Submission Instructions:** This part describes the procedures for evaluating and selecting offers for this construction requirement for Project #548-16-613 entitled “Replace Air Handlers.”
 - a. **Technical Proposal Format:** Technical Proposal shall address all information requested and will then be evaluated against the stated factors. The following format shall be used:
 - (a) TAB A. General Information
 - (b) TAB B: Technical Qualifications
 - (c) TAB C: Management Approach
 - (d) TAB D: Relevant and Recent Past Performance
 - (e) TAB E: Project Planning/Schedule
 - (f) TAB F: Price Proposal
 - b. **TAB A: GENERAL INFORMATION:**
 - (a) Cover Page with Solicitation Number, Project Title
 - (b) Table of Contents
 - (c) Signed offer/Acknowledgement of Amendments (SF1442)
 - (d) Copy of current vetBiz.gov SDVOSB certification
 - (e) DUNS Number
 - (f) Cage Code
 - (g) Tax ID number
 - (h) Principle points of contact, address, phone numbers, copies of professional licenses, etc.
 - c. **TAB B: Factor 1 - TECHNICAL QUALIFICATIONS:**
 - (a) In a narrative format, describe how the contractor intends to prepare the site, remove and install eight Air Handling Units (AHU) and return the site to full operation. Show

- two examples of work that involved relocating multiple projects involving integrating HVAC systems into a facility. Provide examples of how codes and standards differ in the VA from other hospital projects and how this will impact this project.
- (b) Clarify intended uses of portions of the site indicated to be available to the contractor for materials staging, temporary trailer offices, employee parking, and other activities as shown in the design solution material.
 - (c) Show examples of a single project that included multiple departments for a medical center.
 - (d) Show examples of projects that a new HVAC system was integrated into a major project. Describe the issues and pitfalls to avoid.
 - (e) Provide a Quality Control Plan. Submit Quality Control (QC) monitoring procedures that will ensure a high level of construction quality that is applicable to the Specific and General requirements of the Statement of Work.
 - (f) Narrative - 10 page maximum
- d. **TAB C: Factor 2 – MANAGEMENT APPROACH:**
- (1) Project Organizational Chart and Narrative—Clearly describe the prime responsible firm (or firms if a Joint Venture) and individuals as well as the roles and responsibilities of individuals proposed as consultants and subcontractors. Provide a list of all consultants and all proposed major subcontractors, including telephone number, address and name of contact.
 - (2) Clarify procedures and proposed solutions for contingencies, differing site conditions, power outages, scheduling conflicts and temporary work stoppage requests (interference with Medical Center operations).
 - (3) Demonstrate techniques for management of work coordination with subcontractors and measure/corrective action that will be taken for substandard performance.
 - (4) Provide an approach to ensure cost-savings and minimizing issuance of change orders. What are the tools that will be used to make sure that the project remains on target and in budget? Show three examples of renovations in a hospital environment between \$3M and \$5M. Include the proposed cost and the final cost explains the reasons for the differences.
 - (5) Narrative – 5 page maximum
- e. **TAB D: Factor 3 - RELEVANT AND RECENT PAST PERFORMANCE:**
- (a) A minimum of three (3) and a maximum of five (5) past performance projects completed by the Prime Contractor shall be submitted to the Government. Each past performance shall contain **ALL** of the following:

- i. Brief project description.
 - ii. List of subcontractors.
 - iii. Relevance to project stated in RFP.
 - iv. Initial/Final award amount.
 - v. State any change orders if occurred during the project performance.
 - vi. Pictures of completed work.
 - vii. Project Contracting Officer Representative or Client.
- (b) Offeror shall demonstrate recent (within the last five years), successful performance under contracts (ongoing or completed) which are similar in scope, magnitude, and complexity to the subject requirement. Submit a minimum of 2 but no more than 3 references.
- (c) Past performance will be evaluated based on information provided and any other past performance information obtained by the government such as but are not limited to past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting System (CPARS), Federal Awardee Performance and Integrity Information System (FAPIIS), and may contact customers other than those identified by the Offeror when evaluating past performance.
Note: The Evaluation Team may also use information obtained from Past Performance Information Retrieval System PPIRS <http://www.ppirs.gov/> as a basis for evaluating this factor.
- (d) If the CPAR is used, the Government reserves the right to check the Past Performance Information Retrieval System (PPIRS) to verify the accuracy of the CPAR submitted. CPARS submitted by the offeror which do not match those in the system, or for which there is a more current CPAR available, may cause the offeror to receive a lower rating for this factor.
- (e) The Government reserves the right to use past performance information obtained from sources other than those identified by the offeror.
- (f) 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 and the government is under no obligation to check other sources and/or not contact all the identified points of contact.
- (g) Subcontractor's Consent – Past performance information pertaining to a subcontractor cannot be disclosed to the prime offeror without the subcontractor's consent. Provide with proposal, a letter of consent from referenced subcontractors authorizing release of their past performance information for this requirement.

(h) In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may be evaluated favorably or unfavorably on past performance.

(i) Narrative-10-page maximum

f. TAB E: Factor 4 - PROJECT PLANNING/SCHEDULE:

(a) The progress schedule shall be in a time scaled bar graph format. The horizontal axis will be scaled for time beginning with the Notice to Proceed (NTP) and concluding with contract completion. The vertical axis shall show the milestones and major portions of the contract work. All schedule items shall show a start date and a completion date. The detail schedule shall indicate specific tasks with dates for each step of the process including: Mobilization, demolition method and sequencing; excavation; structure completion; exterior finishing; procurement and installation of equipment; provisions for overtime or shift work; timing of relocation of existing equipment; site utilities, roadway realignment; and temporary rerouted medical center vehicular and pedestrian routes, tests and final inspection.

(b) The offeror shall specify the days of the week and hours of construction operations during each phase of the work, and the percentage of contract completion that will be achieved at the end of each month of the contract.

(c) Short schedules—The offeror shall provide a written commitment as to the time frame (number of days after receipt of the NTP) within which the offeror will guarantee completion.

(d) Develop and include procedures involving key subcontractors in the quality of the construction processes.

(e) Provide the precautions the contractor will take to avoid damages to facility buildings (include pre-existing conditions) and surrounding properties and the remediation that will take place if damage is done.

(f) Narrative-5-page maximum, excluding the EMR documentation

g. TAB F: Factor 4 – PRICE PROPOSAL:

(a) The following cost elements shall be addressed:

- (1) Labor (Direct & Indirect),
- (2) Materials, Material Markups, Materials overhead,
- (3) Equipment
- (4) Subcontractor Cost
- (5) Other Direct Costs
- (6) Overhead expenses
- (7) Indirect Cost

(8) General & Administrative (G&A) expenses,

(9) Profit

- (b) ***Estimate to include a detailed line item breakdown of all G&A expenses inclusive of all Project Staff and General Requirements OF THE PRIME CONTRACTOR and shall be indicative of the 15% of contract performance that will be incurred for SDVOSB personnel in accordance with FAR 52.219-27 – Limitations on Subcontracting. ***

2. Proposal Submission: Proposal shall be submitted to the address identified at para 7a and must be submitted utilizing the format and means identified in this solicitation.

- a. This acquisition will utilize a best value approach in accordance with FAR 15.101. The best value is the most advantageous proposal, price and other factors considered, and consistent with the Government's stated importance of evaluation criteria. This may result in award being made to a higher-rated, higher priced offeror where the Contracting Officer determines that the technical capability and past performance of the higher-priced offer outweighs the cost difference. A contract award will be made to the responsible offeror whose proposal conforms to the RFP requirements and will provide the best value to the Government.
- b. Offerors are cautioned to follow instructions fully and carefully, as the Government reserves the right to make an award based on initial proposals received, without discussions. Therefore, each initial proposal should contain the offeror's best terms from a price and technical standpoint.
- c. Understanding the factors/sub-factors and the associated criteria indicated, the excellence of the work offered, and the ability of the contractor to accomplish what is offered in the proposal is the objective. Contractor shall submit in detail adequate information for evaluation purposes on the evaluation criteria.
- d. To provide a basis for sound evaluation by the government, offerors shall submit a complete proposal. The information provided shall be concise, factual, and complete. Proposals will be considered only from offerors that are regularly established in the business and in the judgment of the government, are deemed financially responsible, able to show evidence of experience and have submitted the complete documentation requested.
- e. Offerors are hereby advised that any imposed terms and conditions which deviate from the Government's material terms and conditions established in the solicitation may render their proposal unacceptable and ineligible for award.
- f. Proposals will be evaluated as follows:
 - (a) The technical factors consist of the Factors one (1) through four (4), described above, are of equal importance, and when combined are significantly more important than Price.

- (b) Price Proposal - Basis of Evaluation: The Government will evaluate price based on the total price.
 - (1) Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:
 - (i) Comparison of proposed prices received in response to the RFP.
 - (ii) Comparison of proposed prices with the IGCE.
 - (iii) Comparison of proposed prices with available historical information.
 - (iv) Comparison of market survey results.
- (c) Each pricing element indicated in TAB F will be evaluated to determine its reasonableness. The Government may use various price analysis techniques and procedures to make a price reasonableness determination. Offerors should assure that their ability to meet or exceed the minimum needs of the Government is adequately described in the offer. The Government reserves the right to evaluate proposals and award a contract without discussions (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.

3. Basis of Award: The Government will award one (1) firm-fixed price contract resulting from this solicitation to the responsible offeror whose offer, conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The source selection process will be the Trade-off process. All evaluation factors other than price when combined are significantly more important than price.

2.1 52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(a) *Definition.* "Facsimile proposal," as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: N/A

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of Provision)

2.2 52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of Provision)

2.3 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (MAY 2014)

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

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

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

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

(End of Provision)

2.4 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
22 %	6.9 %

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the—

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is

Palm Beach County

(End of Provision)

2.5 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT— CONSTRUCTION MATERIALS (MAY 2014)

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

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of Provision)

2.6 52.228-1 BID GUARANTEE (SEP 1996)

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

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

bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds—

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

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

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

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

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

(End of Provision)

2.7 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Jose Delgado

Hand-Carried Address:

Department of Veterans Affairs

West Palm Beach VA Medical Center

7305 North Military Trail
Palm Beach Gardens FL 33410-6400
Mailing Address:

Department of Veterans Affairs

West Palm Beach VA Medical Center

7305 North Military Trail
Palm Beach Gardens FL 33410-6400

(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)

2.8 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for—

May 10, 2018 at 2:00 PM EST

(c) Participants will meet at—

West Palm Beach VA Medical Center

(End of Provision)

2.9 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2016
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	JAN 2017
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014

2.10 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2017)

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

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.236-28	PREPARATION OF PROPOSALS—CONSTRUCTION	OCT 1997

2.11 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)

2.12 VAAR 852.233-70 PROTEST CONTENT/ALTERNATIVE DISPUTE RESOLUTION (JAN 2008)

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

- (1) Include the name, address, fax number, and telephone number of the protester;
- (2) Identify the solicitation and/or contract number;
- (3) Include an original signed by the protester or the protester's representative and at least one copy;
- (4) Set forth a detailed statement of the legal and factual grounds of the protest, including a description of resulting prejudice to the protester, and provide copies of relevant documents;
- (5) Specifically request a ruling of the individual upon whom the protest is served;
- (6) State the form of relief requested; and
- (7) Provide all information establishing the timeliness of the protest.

(b) Failure to comply with the above may result in dismissal of the protest without further consideration.

(c) Bidders/offerors and contracting officers are encouraged to use alternative dispute resolution (ADR) procedures to resolve protests at any stage in the protest process. If ADR is used, the Department of Veterans Affairs will not furnish any documentation in an ADR proceeding beyond what is allowed by the Federal Acquisition Regulation.

(End of Provision)

2.13 VAAR 852.233-71 ALTERNATE PROTEST PROCEDURE (JAN 1998)

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

(End of Provision)

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

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

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

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

Washington, DC 20420

**2.14 VAAR 852.270-1 REPRESENTATIVES OF CONTRACTING OFFICERS
(JAN 2008)**

The contracting officer reserves the right to designate representatives to act for him/her in furnishing technical guidance and advice or generally monitor the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the contractor.

(End of Provision)

REPRESENTATIONS AND CERTIFICATIONS

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

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

(2) The small business size standard is \$36.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

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

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

(ix) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

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

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals--Representation. This provision applies to solicitations that include the clause at 52.204-7.)

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

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

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

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

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

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

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

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

(xxiii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. This provision applies to all solicitations.

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

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

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

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

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause #	Title	Date	Change

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

(End of Provision)

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

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

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

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

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

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

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (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 FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

GENERAL CONDITIONS

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

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

(End of Clause)

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

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

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

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

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

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

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

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

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

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is

retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

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

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

(End of Clause)

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

The Contractor shall be required to (a) commence work under this contract within 21 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 180 days after receipt of award. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by . The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

(End of Clause)

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

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

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

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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

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

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

(3) For long-term contracts—

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

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

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

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

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

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

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

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

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

(End of Clause)

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

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

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

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

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

(End of Clause)

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

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

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

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

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

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

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

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

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

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

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

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

(f) Subcontracts.

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

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

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

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

(End of Clause)

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

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

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

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

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

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

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

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

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

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

"Cost of components" means—

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

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

"Domestic construction material" means—

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

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

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference.

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

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

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

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

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

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the

determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

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

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign Construction Material			
Domestic Construction Material			
Item 2:			
Foreign Construction Material			
Domestic Construction Material			

[List name, address, telephone number, and contact for suppliers surveyed Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of Clause)

4.8 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

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

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

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2016
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	OCT 2016
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	NOV 2015
52.215-2	AUDIT AND RECORDS—NEGOTIATION	OCT 2010
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	NOV 2016
52.222-3	CONVICT LABOR	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS—	MAY 2014

	OVERTIME COMPENSATION	
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS	MAY 2014
52.222-7	WITHHOLDING OF FUNDS	MAY 2014
52.222-8	PAYROLLS AND BASIC RECORDS	MAY 2014
52.222-9	APPRENTICES AND TRAINEES	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	MAY 2014
52.222-12	CONTRACT TERMINATION—DEBARMENT	MAY 2014
52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS	MAY 2014
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	MAY 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	SEP 2016
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	APR 2015
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB 2016
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658	DEC 2015
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706	JAN 2017
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS	SEP 2013
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.223-21	FOAMS	JUN 2016
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-4	PATENT INDEMNITY—CONSTRUCTION CONTRACTS	DEC 2007
52.228-2	ADDITIONAL BOND SECURITY	OCT 1997
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-11	PLEDGES OF ASSETS	JAN 2012
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	MAY 2014
52.228-14	IRREVOCABLE LETTER OF CREDIT	NOV 2014
52.228-15	PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION	OCT 2010
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	MAY 2014
52.232-17	INTEREST	MAY 2014
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	JAN 2017
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
\$ 52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION ALTERNATE I (APR 1984)	FEB 1997
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.242-13	BANKRUPTCY	JUL 1995
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-4	CHANGES	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	NOV 2017
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.248-3	VALUE ENGINEERING—CONSTRUCTION	OCT 2015
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) ALTERNATE I (SEPT 1996)	APR 2012
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

4.10 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

4.11 VAAR 852.203-71 DISPLAY OF DEPARTMENT OF VETERAN AFFAIRS HOTLINE POSTER (DEC 1992)

(a) Except as provided in paragraph (c) below, the Contractor shall display prominently, in common work areas within business segments performing work under VA contracts, Department of Veterans Affairs Hotline posters prepared by the VA Office of Inspector General.

(b) Department of Veterans Affairs Hotline posters may be obtained from the VA Office of Inspector General (53E), P.O. Box 34647, Washington, DC 20043-4647.

(c) The Contractor need not comply with paragraph (a) above if the Contractor has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of Clause)

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

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

(1) Means a small business concern:

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

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

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

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

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

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *General.*

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

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

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

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

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

(End of Clause)

4.13 VAAR 852.228-70 BOND PREMIUM ADJUSTMENT (JAN 2008)

When net changes in original contract price affect the premium of a Corporate Surety Bond by \$5 or more, the Government, in determining the basis for final settlement, will provide for bond premium adjustment computed at the rate shown in the bond.

(End of Clause)

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

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

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

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

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

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

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

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

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

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

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

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

- (1) Awards made to foreign vendors for work performed outside the United States;
- (2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;
- (3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;
- (4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or
- (5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

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

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

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

(End of Clause)

4.16 VAAR 852.236-72 PERFORMANCE OF WORK BY THE CONTRACTOR (JUL 2002)

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

- (a) Contract work accomplished on the site by laborers, mechanics, and foremen/forewomen on the contractor's payroll and under his/her direct supervision shall be included in establishing the percent of work to be performed by the contractor. Cost of material and equipment installed by such labor may be

included. The work by the contractor's executive, supervisory and clerical forces shall be excluded in establishing compliance with the requirements of this clause.

(b) The contractor shall submit, simultaneously with the schedule of costs required by the Payments Under Fixed-Price Construction Contracts clause of the contract, a statement designating the branch or branches of contract work to be performed with his/her forces. The approved schedule of costs will be used in determining the value of a branch or branches, or portions thereof, of the work for the purpose of this article.

(c) If, during the progress of work hereunder, the contractor requests a change in the branch or branches of the work to be performed by his/her forces and the contracting officer determines it to be in the best interest of the Government, the contracting officer may, at his/her discretion, authorize a change in such branch or branches of said work. Nothing contained herein shall permit a reduction in the percentage of work to be performed by the contractor with his/her forces, it being expressly understood that this is a contract requirement without right or privilege of reduction.

(d) In the event the contractor fails or refuses to meet the requirement of the FAR clause at 52.236-1, it is expressly agreed that the contract price will be reduced by 15 percent of the value of that portion of the percentage requirement that is accomplished by others. For the purpose of this clause, it is agreed that 15 percent is an acceptable estimate of the contractor's overhead and profit, or mark-up, on that portion of the work which the contractor fails or refuses to perform, with his/her own forces, in accordance with the FAR clause at 52.236-1.

(End of Clause)

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

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

(a) Inspection of materials and articles furnished under this contract will be made at the site by the resident engineer, unless otherwise provided for in the specifications.

(b) Final inspection will not be made until the contract work is ready for beneficial use or occupancy. The contractor shall notify the contracting officer, through the resident engineer, fifteen (15) days prior to the date on which the work will be ready for final inspection.

(End of Clause)

4.18 VAAR 852.236-76 CORRESPONDENCE (APR 1984)

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

(End of Clause)

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

Any materials, equipment, or workmanship specified by references to number, symbol, or title of any specific Federal, Industry or Government Agency Standard Specification shall comply with all applicable provisions of such standard specifications, except as limited to type, class or grade, or modified in

contract specifications. Reference to "Standards" referred to in the contract specifications, except as modified, shall have full force and effect as though printed in detail in specifications.

(End of Clause)

4.20 VAAR 852.236-78 GOVERNMENT SUPERVISION (APR 1984)

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

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

(c) Within the limits of any specific authority delegated by the contracting officer, the resident engineer may, by written direction, make changes in the work. The contractor shall be advised of the extent of such authority prior to execution of any work under the contract.

(End of Clause)

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

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

(End of Clause)

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

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

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

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

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

(End of Clause)

4.23 VAAR 852.236-82 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (WITHOUT NAS) (APR 1984)

(a) Retainage:

(1) The contracting officer may retain funds:

(i) Where performance under the contract has been determined to be deficient or the contractor has performed in an unsatisfactory manner in the past; or

(ii) As the contract nears completion, to ensure that deficiencies will be corrected and that completion is timely.

(2) Examples of deficient performance justifying a retention of funds include, but are not restricted to, the following:

(i) Unsatisfactory progress as determined by the contracting officer;

(ii) Failure to meet schedule in Schedule of Work Progress;

(iii) Failure to present submittals in a timely manner; or

(iv) Failure to comply in good faith with approved subcontracting plans, certifications, or contract requirements.

(3) Any level of retention shall not exceed 10 percent either where there is determined to be unsatisfactory performance, or when the retainage is to ensure satisfactory completion. Retained amounts shall be paid promptly upon completion of all contract requirements, but nothing contained in this subparagraph shall be construed as limiting the contracting officer's right to withhold funds under other provisions of the contract or in accordance with the general law and regulations regarding the administration of Government contracts.

(b) The contractor shall submit a schedule of cost to the contracting officer for approval within 30 calendar days after date of receipt of notice to proceed. Such schedule will be signed and submitted in triplicate. The approved cost schedule will be one of the bases for determining progress payments to the contractor for work completed. This schedule shall show cost by the branches of work for each building or unit of the contract, as instructed by the resident engineer.

(1) The branches shall be subdivided into as many sub-branches as are necessary to cover all component parts of the contract work.

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

(3) The sum of the sub-branches, as applied to each branch, shall equal the total cost of such branch. The total cost of all branches shall equal the contract price.

(4) Insurance and similar items shall be prorated and included in the cost of each branch of the work.

(5) The cost schedule shall include separate cost information for the systems listed in the table in this paragraph (b)(5). The percentages listed below are proportions of the cost listed in the contractor's cost

schedule and identify, for payment purposes, the value of the work to adjust, correct and test systems after the material has been installed. Payment of the listed percentages will be made only after the contractor has demonstrated that each of the systems is substantially complete and operates as required by the contract.

VALUE OF ADJUSTING, CORRECTING, AND TESTING SYSTEM

System	Percent
Pneumatic tube system	10
Incinerators (medical waste and trash)	5
Sewage treatment plant equipment	5
Water treatment plant equipment	5
Washers (dish, cage, glass, etc.)	5
Sterilizing equipment	5
Water distilling equipment	5
Prefab temperature rooms (cold, constant temperature)	5
Entire air-conditioning system (Specified under 600 Sections)	5
Entire boiler plant system (Specified under 700 Sections)	5
General supply conveyors	10
Food service conveyors	10
Pneumatic soiled linen and trash system	10
Elevators and dumbwaiters	10
Materials transport system	10
Engine-generator system	5
Primary switchgear	5
Secondary switchgear	5
Fire alarm system	5
Nurse call system	5

Intercom system	5
Radio system	5
TV (entertainment) system	5

(c) In addition to this cost schedule, the contractor shall submit such unit costs as may be specifically requested. The unit costs shall be those used by the contractor in preparing his/her bid and will not be binding as pertaining to any contract changes.

(d) The contracting officer will consider for monthly progress payments material and/or equipment procured by the contractor and stored on the construction site, as space is available, or at a local approved location off the site, under such terms and conditions as such officer approves, including but not limited to the following:

(1) The material or equipment is in accordance with the contract requirements and/or approved samples and shop drawings.

(2) Only those materials and/or equipment as are approved by the resident engineer for storage will be included.

(3) Such materials and/or equipment will be stored separately and will be readily available for inspection and inventory by the resident engineer.

(4) Such materials and/or equipment will be protected against weather, theft and other hazards and will not be subjected to deterioration.

(5) All of the other terms, provisions, conditions and covenants contained in the contract shall be and remain in full force and effect as therein provided.

(6) A supplemental agreement will be executed between the Government and the contractor with the consent of the contractor's surety for off-site storage.

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

(f) The Government reserves the right to withhold payment until samples, shop drawings, engineer's certificates, additional bonds, payrolls, weekly statements of compliance, proof of title, nondiscrimination compliance reports, or any other things required by this contract, have been submitted to the satisfaction of the contracting officer.

(End of Clause)

4.24 VAAR 852.236-84 SCHEDULE OF WORK PROGRESS (NOV 1984)

(a) The contractor shall submit with the schedule of costs, a progress schedule that indicates the anticipated installation of work versus the elapsed contract time, for the approval of the contracting officer. The progress schedule time shall be represented in the form of a bar graph with the contract time plotted along the horizontal axis. The starting date of the schedule shall be the date the contractor receives

the "Notice to Proceed." The ending date shall be the original contract completion date. At a minimum, both dates shall be indicated on the progress schedule. The specific item of work, i.e., "Excavation", "Floor Tile", "Finish Carpentry", etc., should be plotted along the vertical axis and indicated by a line or bar at which time(s) during the contract this work is scheduled to take place. The schedule shall be submitted in triplicate and signed by the contractor.

(b) The actual percent completion will be based on the value of installed work divided by the current contract amount. The actual completion percentage will be indicated on the monthly progress report.

(c) The progress schedule will be revised when individual or cumulative time extensions of 15 calendar days or more are granted for any reason. The revised schedule should indicate the new contract completion date and should reflect any changes to the installation time(s) of the items of work affected.

(d) The revised progress schedule will be used for reporting future scheduled percentage completion.

(End of Clause)

4.25 VAAR 852.236-85 SUPPLEMENTARY LABOR STANDARDS PROVISIONS (APR 1984)

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

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

(End of Clause)

4.26 VAAR 852.236-86 WORKER'S COMPENSATION (JAN 2008)

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

(End of Clause)

4.27 VAAR 852.236-87 ACCIDENT PREVENTION (SEP 1993)

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

(End of Clause)

4.28 VAAR 852.236-88 CONTRACT CHANGES--SUPPLEMENT (JUL 2002)

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

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

(1) When requested by the contracting officer, the contractor shall submit proposals for changes in work to the resident engineer. Proposals, to be submitted as expeditiously as possible but within 30 calendar days after receipt of request, shall be in legible form, original and two copies, with an itemized breakdown that will include material, quantities, unit prices, labor costs (separated into trades), construction equipment, etc. (Labor costs are to be identified with specific material placed or operation performed.) The contractor must obtain and furnish with a proposal an itemized breakdown as described above, signed by each subcontractor participating in the change regardless of tier. When certified cost or pricing data are required under FAR Subpart 15.403, the cost or pricing data shall be submitted in accordance with FAR 15.403-5.

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

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

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

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

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

(2) When the necessity to proceed with a change does not allow sufficient time to negotiate a modification or because of failure to reach an agreement, the contracting officer may issue a change order instructing the contractor to proceed on the basis of a tentative price based on the best estimate available at the time, with the firm price to be determined later. Furthermore, when the change order is issued, the

contractor shall submit within 30 calendar days, a proposal that includes the information required by paragraph (b)(1) for the cost of the changes in work.

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

(4) Allowances not to exceed 10 percent each for overhead and profit for the party performing the work will be based on the value of labor, material, and use of construction equipment required to accomplish the change. As the value of the change increases, a declining scale will be used in negotiating the percentage of overhead and profit. Allowable percentages on changes will not exceed the following: 10 percent overhead and 10 percent profit on the first \$20,000; 7-1/2 percent overhead and 7-1/2 percent profit on the next \$30,000; 5 percent overhead and 5 percent profit on balance over \$50,000. Profit shall be computed by multiplying the profit percentage by the sum of the direct costs and computed overhead costs.

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

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

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

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

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

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

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

(End of Clause)

4.29 VAAR 852.236-89 BUY AMERICAN ACT (JAN 2008)

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

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

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

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

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

(End of Clause)

4.30 VAAR 852.236-91 SPECIAL NOTES (JUL 2002)

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

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

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

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

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

(c) When approval is given for a system component having functional or physical characteristics different from those indicated or specified, it is the responsibility of the contractor to furnish and install related components with characteristics and capacities compatible with the approved substitute

component as required for systems to function as noted on drawings and specifications. There shall be no additional cost to the Government.

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

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

(End of Clause)

4.31 VAAR 852.246-74 SPECIAL WARRANTIES (JAN 2008)

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

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

(End of Clause)

4.32 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)

This solicitation includes VAAR 852.219-10 VA Notice of Total Service- Disabled Veteran-Owned Small Business Set-Aside. Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

ATTACHMENTS

See attached document: Attachment 01 000000 COVER SHEET.

See attached document: Attachment 02 000110-TABLE OF CONTENTS.

See attached document: Attachment 03 010000-GENERAL REQUIREMENTS.

See attached document: Attachment 04 013323-SHOP DRAWINGS.

See attached document: Attachment 05 013526-SAFETY REQUIREMENTS.

See attached document: Attachment 06 014219-REFERENCE STANDARDS.

See attached document: Attachment 07 015719-TEMPORARY ENVIRONMENTAL CONTROLS.

See attached document: Attachment 08 017419-CONSTRUCTION WASTE MANAGEMENT.

See attached document: Attachment 09 024100-DEMOLITION.

See attached document: Attachment 10 078400-FIRE STOPPING.

See attached document: Attachment 11 099100-PAINTING.

See attached document: Attachment 12 230511-COMMON WORK RESULTS FOR HVAC.

See attached document: Attachment 13 230512-GENERAL MOTOR REQUIREMENTS FOR HVAC.

See attached document: Attachment 14 230593-TESTING, ADJUSTING, AND BALANCING FOR HVAC.

See attached document: Attachment 15 230711-HVAC INSULATION.

See attached document: Attachment 16 230800-COMMISSIONING OF HVAC.

See attached document: Attachment 17 230923-DIRECT DIGITAL CONTROL FOR HVAC.

See attached document: Attachment 18 232113-HYDRONIC PIPING.

See attached document: Attachment 19 233100-HVAC DUCTS AND CASINGS.

See attached document: Attachment 20 233400-HVAC FANS.

See attached document: Attachment 21 237200-AIR-TO-AIR ENERGY RECOVERY EQUIPMENT.

See attached document: Attachment 22 237300-INDOOR CENTRAL-STATION AIR-HANDLING UNITS.

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See attached document: Attachment 24 260511 - ELECTRICAL INSTALLATIONS.

See attached document: Attachment 25 260526 - GROUNDING AND BONDING.

See attached document: Attachment 26 260533 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS.

See attached document: Attachment 27 262726 - WIRING DEVICES.

See attached document: Attachment 28 262911 - MOTOR CONTROLLERS.

See attached document: Attachment 29 265100 - INTERIOR LIGHTING.

See attached document: Attachment 30 283100 - FIRE ALARM.

See attached document: Attachment 31 Drawings.

See attached document: Attachment 32 Wage Determination FL265 dtd 01 12 2018.

See attached document: Attachment 33 Contractor Experience Form.

See attached document: Attachment 34 Release of Claims.